

North America Point-of-Sale Commission and Fare Agreement
Part IV – Appendices
Travel Agency Addendum

These additional terms and conditions govern the relationship between Finnair PLC (“**Airline**”) and Contractor. These terms and conditions are incorporated into the Agreement.

1. **Privacy Policies.** Any information or data that (a) is specific to services or products provided by Airline, including all Fare and inventory information, (b) relates to a preexisting relationship between a customer and Airline (e.g., frequent flyer or club membership), (c) relates to a transaction between a customer and Airline, including booking and payment data, or (d) is passed by Contractor to Airline through a PNR or similar booking/sale record, will be owned by Airline and will be handled by Airline pursuant to and in accordance with Airline’s privacy policy. Contractor will not adopt, apply or publish any privacy policy inconsistent with the foregoing.
2. **Data Security.** Contractor will establish, implement and maintain technical and organizational safeguards against the unauthorized disclosure, access, use, destruction, loss, damage or alteration of data owned or to be owned by Airline that is in the possession of Contractor or its agents, all in compliance with applicable law and regulation, including any privacy or data protection statutes in the United States, United Kingdom and European Union, that shall be no less rigorous than (i) industry standard practices in the transportation and related services industry, and (ii) reasonable security procedures and practices appropriate to the nature of Airline’s data. For the avoidance of doubt, such data safeguards must include compliance with VISA, MasterCard and any other applicable credit card network bylaws and operating regulations and federal and state laws and regulations relating to credit card processing.
3. **Confidentiality.** Contractor will keep confidential all Fare programs and the Commission payments Airline makes to Contractor under this Agreement (unless required by law or judicial process after making reasonable efforts to resist disclosure, if requested to do so by the other party) and will not disclose any of the same to any third party without obtaining the prior written consent of the other party, other than (i) the receiving party’s directors, officers, employees or agents to the extent such persons are bound by equivalent confidentiality commitments and have a legitimate need to know in order for the receiving party to perform its obligations or exercise its rights under this Agreement and (ii) in the case of Airline, representatives of any of Airline’s alliance carriers (and with respect to both historical and current provisions, Fare programs and payment information), to the extent that such alliance carriers are similarly bound to maintain the confidentiality of such information as it relates to Contractor. These provisions will survive the termination or expiration of this Agreement for any reason.
4. **Ownership and Distribution of Fare Content.** Contractor acknowledges that Airline’s Fares, schedules and inventory information are and shall remain the sole property of Airline. Without Airline’s prior written approval, Contractor may not re-market or re-distribute Fares (or, if relevant, packages that include Airline Fares) to or through other distributors, agents or intermediaries, except for the following authorized persons or entities: (i) persons or entities that have been expressly approved in writing by Airline and which have acknowledged the foregoing property rights of Airline and agreed to the restrictions set forth in this paragraph if and as required by Airline or, (ii) in the case of unpublished Fares (and packages), non- ARC/IATA accredited entities that do not re-market or redistribute such Fares via web sites or other electronic outlets. Contractor agrees that it is the intent of the parties that Contractor and any such authorized persons or entities market and sell Fares (and packages, if relevant) directly to end users. In addition, Contractor may not permit Fares (or packages that use Airline Fares) to be accessed or displayed on or via web sites or other electronic outlets other than Contractor’s own sites that do not display the brand of another distributor, travel agent or intermediary or sites that have been expressly approved in writing by Airline. For example, without Airline’s prior written approval, Contractor will not permit Fares to be accessed or displayed on or via co-branded or white label websites or electronic outlets; even if such sites or outlets tie back to or otherwise use Contractor’s ARC/IATA location numbers for ticket issuance or fulfillment. Contractor will take all reasonable steps to prevent any website or electronic outlet operated by Contractor from being used by unauthorized third parties (e.g., screen scrapers) for purposes of accessing Fares (or packages) or other unauthorized purposes.
5. **Trademark and Domain Name.** This Agreement or performance of this Agreement will not give or transfer to Contractor any right, property, license, permission or interest of any kind in or to any trademark, tradename, trade dress, service mark, domain name, logo, copyright or other indicia of ownership owned or used by Airline or its affiliates (“**Airline’s Marks**”) other than the limited non-transferable, nonexclusive right of Contractor to use Airline’s Marks during the term of this Agreement for the purpose of marketing and selling transportation on Airline, subject to Contractor’s compliance with this Agreement, Airline’s Travel Agency Agreement, the ARC Agreement, Airline’s ARC Addendum and IATA Agreement. Any such use shall inure to the benefit of Airline. Contractor shall in no way contest or deny the validity of, or the right or title of Airline in or to, Airline’s Marks, and shall not encourage or assist others directly or indirectly to do so. Contractor shall not use or register any trademark, tradename, trade dress, service mark, or domain name that is identical to or confusingly similar to any of Airline’s Marks. If Contractor is permitted by Airline to use Airline’s Mark, Contractor shall not (i) alter Airline’s Mark in any manner, (ii) utilize Airline’s Mark in any manner that would diminish its value or harm the reputation of Airline, or (iii) use Airline’s copyrights by framing them or spoofing Airline’s Internet URL. Contractor agrees that it will not create, acquire, license or support any internet keyword or search term which contains an Airline’s Mark and can locate or identify or create a link to Web sites or pages based on specified search criteria.