

## Twilio Service

### Twilio Services

1. Customer has requested Twilio Services (the “*Twilio Services*”) to TravelClick. The Twilio Services are governed by separate terms and conditions located here: <https://www.twilio.com/en-us/legal/tos> (the “*Twilio Pass-Thru Terms of Use*”). Customer agrees to be bound by the Twilio Pass-Thru Terms of Use and to the extent the Twilio Pass-Thru Terms of Use conflict with any provision in the Agreement, the Twilio Pass-Thru Terms of Use govern Customer access to and use of the Twilio Services and Customer relationship with such third-party provider. TravelClick will pay as a payment agent for all fees related to the Twilio Service in accordance with Section 2 (Fees) of the Agreement.
2. Customer understands and agrees that (i) TravelClick only acts as an intermediary between Customer and Twilio; (ii) TravelClick is not required to validate Twilio Services security measures or organizational measures; (iii) TravelClick is not responsible for any security incident and/nor any fines (including administrative fines) imposed by competent authorities due to the transference of personal data to Twilio including but not limited to Twilio’s lack of appropriate security measures. Customer must review Twilio security measures applicable to the Twilio services.
3. Customer represents and warrants that Customer has obtained, and undertakes to maintain, any and all the necessary authorizations, approvals, consents, rights and permissions to receive the Twilio services and to process the data necessary for the services provision (i.e., phone number from; message ID, message body, and any other applicable personally identifiable information).
4. Customer shall indemnify, keep indemnified and defend at its own expense TravelClick against all costs, claims, damages, or expenses incurred by TravelClick or for which TravelClick may become liable arising from Twilio Services and/or Customer’s breach of the Twilio Pass-Thru Terms of Use. Customer shall not settle any claim if such settlement (a) does not release TravelClick from all liability relating thereto; (b) adversely impacts the exercise of the rights granted to TravelClick under the Agreement(s) with the Customer; and (c) does not have the prior written consent from TravelClick which shall not be unreasonably withheld or delayed.
5. Customer authorizes TravelClick to access and use Customer’s Twilio account on its behalf. Customer specifically instructs TravelClick to access and use Customer’s Twilio account for the implementation of the Twilio Services as well as any other instructions. Customer may provide during the Term. Customer agrees that TravelClick is not and will not have any liability with respect to the Twilio Services. Customer will pay for all fees related to the Twilio Service.
6. TravelClick may cease providing the Twilio Services upon thirty (30) days’ prior written notice without liability or amendment to the Agreement if the Twilio Services will no longer be made available by the third-party provider to TravelClick and/or Customer. If Customer wishes to opt-out from Twilio Services, Customer should contact its account manager.