

## DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter, the “DPA”) made effective as of 25 May 2018 or the effective date of the Service Agreement, whichever is later (the “*Effective Date*”) supplements the “Service Agreement” with respect to the “Services” (both terms as defined below) performed by ARINC Incorporated (a part of Collins Aerospace) having its place of business at 2551 Riva Road, Annapolis MD 21401 USA and/or its Affiliates (collectively “*Collins*”) on behalf of your company and/or its Affiliates (collectively the “*Customer*”).

**WHEREAS**, Collins and Customer have entered into the “Service Agreement” under which Collins, and/or other Collins Affiliates, performs or will perform certain “Services” for or on behalf of Customer and/or other Customer Affiliates;

**WHEREAS**, in performing such Services, Collins may be processing Personal Data as part of delivering the Services;

**WHEREAS**, it is therefore necessary for the Customer to ensure that Collins’ Processor obligations under applicable Data Protection Laws are in writing and binding upon Collins.

**NOW, THEREFORE**, in its performance of the Services for the Customer, Collins hereby agrees to be bound by the following terms and conditions with respect to its Processing of Personal Data:

### 1. **DEFINITIONS**

Capitalised terms shall have the meanings set out below. Any capitalised terms not defined below or defined elsewhere in this DPA shall have the meanings as ascribed in the Service Agreement:

1.1 “**Affiliate**” means in relation to a party, any entity which (directly or indirectly) controls, is controlled by and/or under common control with that party.

1.2 “**Controller,**” “**Processor,**” “**Subprocessor,**” “**Data Subject,**” and “**Data Exporter**” and shall have the same meaning as in the Data Protection Laws.

1.3 “**Data Protection Laws**” means, as and to the extent they apply, in relation to any Personal Data which is Processed in the performance of the Services Agreement, any applicable laws and regulations in relation to the privacy or Processing of Personal Data relating to identifiable individuals, the protection of personal information or data, and the cross-border transfer of personal information or data, including as may be applicable, but not limited to: (a) the California Consumer Privacy Act (“CCPA”); (b) the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”); and (c) national laws implementing, revising or replacing the GDPR, each as updated, amended or replaced from time to time.

1.4 “**Governmental Agencies**” means governmental and/or quasi-governmental agencies, airport authorities, passport agencies, customs officials, and such similar entities.

1.5 “**Personal Data**” means any information relating to an identified or identifiable data subject or as otherwise defined by applicable law;

1.6 **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.

1.7 **"Process"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction and "Processed" or "Processing" shall be construed accordingly.

1.8 **"Pseudonymous Data"** means information processed in such a manner that Personal Information can no longer be attributed to a specific Data Subject.

1.9 **"Service Agreement"** means the service agreement executed by and between Collins and the Customer for Collins' delivery of the products and services as described therein.

1.10 **"Services"** means Collins' Processing of Personal Data on behalf of the Customer as related to Collins' provision of the services set out in the Service Agreement.

## **2. PROCESSOR OBLIGATIONS**

2.1 **Data Processor.** With respect to the Services, Collins is the Processor of Personal Data and Customer is the Controller of Personal Data. For purposes herein, Personal Data is data relating to an identified or identifiable data subject or as otherwise defined by applicable law.

2.2 **Processing.** Collins shall Process the Personal Data to perform the Services and in accordance with Customer's documented instructions, which such instructions may be present in the Service Agreement. If the Services Agreement involves collection or Processing of Personal Data from individuals in California, Collins is a "Service Provider", as such term is defined in the California Consumer Privacy Act, Cal, Civ. Code §§ 1798.100 et. seq. and implementing regulations (the "CCPA"), and will neither sell, nor exchange for anything of value, Personal Data.

2.3 **Confidentiality.** Collins shall maintain the confidentiality of any such Personal Data and shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is limited to those individuals who need to access the relevant Personal Data, for the purposes necessary to perform the Services hereunder.

2.4 **Technical and Organization Measures.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Collins shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

2.5 **Subprocessors.** Collins may engage the services of Subprocessors to perform the Services, and in doing so: (i) will execute written agreements with its Subprocessors binding them to terms no less rigorous than those

set forth herein; and (ii) agrees to be responsible for the Subprocessors obligations. Collins' compliance with the foregoing requirement shall suffice as authorized approval of Collins' selected Subprocessors. Upon request, Collins shall make available to Customer a list of Subprocessors that Collins subcontracts with in the Processing of Personal Data. In the event that the Customer sends notification to Collins setting forth its reasons for disapproving any of the listed Subprocessors, Collins agrees that the Customer thereby reserves the right to terminate the Services effective upon thirty (30) days to the extent that Collins is unable or unwilling to substitute an alternate Subprocessor.

2.6 Data Subject Requests. Collins shall notify Customer if Collins receives a request from a Data Subject exercising his/her data subject rights under applicable Data Protection Laws and Collins shall cooperate with Customer in responding to such request. Collins shall not respond to any Data Subject request unless required by applicable law.

2.7 Notification of Data Breach. To the extent that Collins experiences a Personal Data Breach with respect to the Personal Data Collins Processes as part of its performance of the Services, Collins will notify Customer promptly upon becoming aware of such Personal Data Breach, to the extent required under applicable law. Collins will mitigate, to the extent practicable, any harmful effect of such Personal Data Breach.

2.8 Cooperation. Collins will provide reasonable assistance to Customer with any its protection impact assessment and/or with any prior consultations to any supervisory authority, to the extent required by applicable law, in each case solely in relation to Processing of Personal Data by Collins on behalf of Customer and as such Processing relates to the Services.

2.9 Destruction of Personal Data. Unless as otherwise instructed by the Customer or as required by applicable law, Collins shall, after the end of the provision of Services, either (at the choice of Customer): (i) return a complete copy of all Personal Data to the Customer by secure file transfer and securely wipe all other copies of Personal Data Processed by Collins or its Subprocessors; or (ii) securely wipe all copies of Personal Data Processed by Collins or any of its Subprocessors.

2.10 Data Analytics. In connection with the provision of the Services hereunder, Collins may use Pseudonymous Information for data analytics to improve the Services, which Customer hereby authorizes Collins to use in accordance with carrying out its obligations under the Services Agreement. Subject to the Collins' compliance with the terms set forth herein, Collins may engage third parties to assist in any such data analytics of Pseudonymous Information.

2.11 Demonstrated Compliance. Upon prior written notice by the Customer, Collins shall make available to the Customer all information necessary to demonstrate compliance with the terms set forth in this DPA including the verification of the procedures for the technical and organizational requirements of data protection and information security. Collins shall promptly notify the Customer if, in the Collins' opinion, the Customer's Processing instructions are in violation of Data Protection Laws.

2.12 Transfers of Personal Data.

2.12.1 Given the nature of the Services, it is possible that Personal Data may be transferred to other countries and Governmental Agencies that may not have the same Data Protection Laws as the country of original

collection. Such transfer of Personal Data to third countries is necessary for the performance of contractual services between the Customer and the Data Subject. Thus, for the purposes of establishing the appropriate safeguards in accordance with Data Protection Laws, the transfer of Personal Data is legitimized on the basis that such transfer is necessary for the performance of a contract between the Data Subject and the Customer. This DPA constitutes Customer's instructions and agreement with respect to such transfers.

2.12.2 If the Services Agreement involves the cross-border transfer of Personal Data from any country in the European Economic Area or Switzerland (collectively, "EEA/CH") to outside the EEA/CH, then Collins agrees that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the "Processor Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. To the extent the EU Model Clauses are applicable to the Services, the details of the Processing shall be set forth in Exhibit 1 "Appendix 1 to the Model Contract Clauses," attached hereto made a part hereof. If any of the terms of the Model Clauses conflict with any terms the Services Agreement, the Model Clauses shall prevail.

### **3. MISCELLANEOUS**

3.1 **Term.** Unless as required by Data Protection Laws, this DPA shall cease to have any further effect upon, whichever is last to occur (i) the completion of the Services; or, (ii) to the extent applicable, the termination or expiration of a valid service agreement between Collins and the Customer for the provision of the Services.

3.2 **Entire Agreement.** The terms of this DPA shall supplement any and all services agreement(s) with respect to the provision of the Services by and between Collins and the Customer. This DPA is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this DPA.

3.3 **Change of Terms.** To extent that data privacy laws are amended, updated or revised, Collins reserves the right to change the terms and conditions of this DPA at any time, and such amended terms and conditions shall be incorporated herein and effective immediately.

3.4 **Severability.** If any provision of this DPA shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this DPA.

3.5 **No Third Party Beneficiaries.** Except with respect to the Data Subject rights set forth in the applicable Data Protection Laws, nothing in this DPA shall confer any benefits or rights on any person or entity other than the parties to this DPA.

3.6 **Governing Law.** The terms of this DPA shall be governed by the law of the member state in which the Data Exporter is established.

UNILATERAL IMS DPA  
03/05/2021

**IN WITNESS WHEREOF**, this DPA has been entered into as of the Effective Date.

Signed for and on behalf of **ARINC** )  
**Incorporated** by: )

Signature   
-----  
**Authorised signatory**

Printed Name (block  
capitals) TRACEY YANITY  
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**EXHIBIT 1 TO THE DPA**  
**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

**Data exporter (Customer)**

**The data exporter is (please specify briefly your activities relevant to the transfer):**

Data exporter is using the services of Collins for any one or more of the following:

- Managing airline and/or airport operations;
- Managing border security;
- Managing ticketing and reservations systems; and
- Any other related personal data processing services or activities.

**Data importer (ARINC Incorporated)**

**The data importer is (please specify briefly activities relevant to the transfer):**

The data importer provides data communications transport services of any one or more of the following products and/or services:

- Global airports services;
- Business aviation services; and
- Commercial aviation services

**Data subjects**

**The personal data transferred concern the following categories of data subjects (please specify):**

The data subjects include individuals about whom data is provided to data importer in the course of the data communications transport services, which may include current and historic end users, service providers, and service recipients.

**Categories of data**

**The personal data transferred concern the following categories of data (please specify):**

Data relating to individuals provided to data importer in providing any of its data communications services by the data exporter.

**Special categories of data (if appropriate)**

**The personal data transferred concern the following special categories of data (please specify):**

Data relating to individuals provided to data importer in providing any of its data communications services by the data exporter.

**Processing operations**

**The personal data transferred will be subject to the following basic Processing activities (please specify):**

In providing any of its data communications services, data importer acts as a recipient of personal data that has been transmitted by data exporters to data importer's data servers whereby data importer processes the personal data in accordance with the data exporters' documented instructions, which are limited to the following Processing activities:

- Data retention and destruction;
- Maintenance and IT support services; and
- Security