

## Data Protection Agreement

This Data Protection Agreement (hereinafter, the “**DPA**”) made effective as of the effective date of the Service Agreement (the “**Effective Date**”) by and between ARINC Incorporated (a part of Collins Aerospace) having its place of business at 2551 Riva Road, Annapolis MD 21401 (hereinafter, “**ARINC**”) and the party procuring products, services and/or licenses from ARINC (the “**Customer**”). This DPA refers to Customer and ARINC collectively as the “**Parties**” and individually as the “**Party**.”

**WHEREAS**, ARINC and Customer have entered into the Service Agreement under which ARINC, and/or other ARINC Affiliates, performs or will perform certain Services (defined below) for or on behalf of Customer and/or other Customer Affiliates;

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

**WHEREAS**, it is therefore necessary for the Parties to enter into an appropriate data processing agreement which reflects the roles of the Parties and their obligation under applicable Data Protection Laws and the Parties wish to enter into this DPA.

**NOW, THEREFORE**, the Parties agree as follows:

### 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:

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

1.3 “**Data Protection Laws**” means in relation to any Personal Data which is Processed in the performance of the Agreement, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), together with all laws implementing or supplementing the same and any other applicable data protection or privacy laws.

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 “**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.

1.7 “**Pseudonymous Information**” means information Processed in such a manner that Personal Data can no longer be attributed to a specific Data Subject without the use of additional information.

1.8 “**Service Agreement**” means the service agreement entered into or executed by and between ARINC and the Customer for ARINC’s delivery of the “**Services**” defined in Section 1.9 hereinbelow.

1.9 “**Services**” means ARINC’s processing of Personal Data on behalf of the Customer as related to ARINC’s provision of the products and services listed below:

**Global Airports:** products, services and/or licenses with respect to systems integration, passenger processing solutions, passenger facilitation, airport operations and baggage systems, which may be referenced in various agreements between ARINC and the Customer as any one or more of the following products or services: vMUSE™, vMUSE Enterprise™, cMUSE™, Self-Serv™, Self-Drop™, ExpressDrop, ARINC Border Management Solutions, ARINC Automated Border Control, ARINC Automated Passport Control, AirVue, AirPlan, AirDB, ARINConVoy, ARINC VeriPax™, ARINC Managed Services, BagLink™, BagMatch, ExpressCheck, ExpresDrop, SmartBag™, RFID, SelfPass, and other related products and services.

**Border Management Services:** products, services and/or licenses with respect to the transmission of Advance Passenger Information (API) or Passenger Name Record (PNR) from airlines to government authorities or their designated service providers. API and PNR are categories of passenger data that have been defined by IATA.

### 2. PROCESSOR OBLIGATIONS

With respect to the Services that ARINC performs or shall perform for the Customer as described in the Service Agreement, ARINC hereby agrees to be bound by the following terms and conditions:

2.1 Data Processor. With respect to the Services, the Parties hereby agree that ARINC is the Processor of Personal Data and Customer is the Controller of Personal Data.

2.2 Processing. ARINC shall Process the Personal Data to perform the Services and in accordance with other



Customer's documented instructions, which such instructions may be present in the Service Agreement.

**2.3 Confidentiality.** ARINC 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, ARINC shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

**2.5 Subprocessors.** ARINC 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. The Customer hereby agrees that ARINC's compliance with the foregoing requirement shall suffice as Customer's authorized approval of ARINC's selected Subprocessors. Upon request, ARINC shall make available to Customer a list of Subprocessors that ARINC subcontracts with in the Processing of Personal Data. In the event that the Customer sends notification to ARINC setting forth its reasons for disapproving any of the listed Subprocessors, Customer reserves the right to terminate the Services effective upon thirty (30) days to the extent that ARINC is unable or unwilling to substitute an alternate Subprocessor.

**2.6 Data Subject Requests.** ARINC shall notify Customer if ARINC receives a request from a Data Subject to have access to his/her Personal Data under applicable Data Protection Laws and shall cooperate with Customer in responding to such request. ARINC shall not respond to any Data Subject request unless required by applicable law.

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

**2.8 Cooperation.** ARINC will provide reasonable assistance to Customer with any data 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 ARINC 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, ARINC shall, after the end of the provision of Services, either: (i) return a complete copy of all Personal Data to the Customer by secure file transfer in such format as notified by Customer to ARINC and securely wipe all other copies of Personal Data Processed by ARINC or its Subprocessors; or (ii) securely wipe all copies of Personal Data Processed by ARINC or any of its Subprocessors.

**2.10 Data Analytics.** Personal Data may be collected for data analytics or monitoring carried out by ARINC in connection with the provision of the Services or otherwise connected with Customer's use of the Services, which Customer hereby authorizes ARINC to use in accordance with carrying out its obligations under the Services Agreement or this Data Processing Agreement. Pseudonymous Information collected or Personal Data made Pseudonymous by ARINC in connection with the provision of the Services or otherwise connected with Customer's use of the Services, is the intellectual property of ARINC, may be used at ARINC's discretion, and may be shared with third-parties for the purpose of analytics or to improve the Services.

**2.11 Demonstrated Compliance.** Upon prior written notice by the Customer, ARINC shall make available to the Customer all information necessary to demonstrate compliance with the terms set forth in this DPA including the verification of whether the procedures for the technical and organizational requirements of data protection and information security are appropriate. ARINC shall promptly notify the Customer if, in the ARINC's opinion, the 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 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 or to comply with applicable local laws or regulations. Thus, for the purposes of establishing the appropriate safeguards in accordance with Data Protection Laws, the Parties hereby agree that 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 or to comply with applicable local laws or regulations.

**2.12.2** To the extent: (i) that appropriate safeguards set forth in Section 2.12.1 are not sufficient to legitimize the lawful transfer of Personal Data to third countries, or (ii) required by applicable law with respect to the Services



provided, ARINC agrees to execute a data transfer agreement governing the transfer of Personal Data in a form mutually acceptable to the parties. To the extent there exists a conflict in this Section with the signed data transfer agreement, the signed data transfer agreement shall prevail with respect to the subject matter in conflict.

2.12.3 To the extent applicable, it may be necessary for ARINC, in fulfillment of the Services and/or the Customer's documented instructions, to transfer Personal Data to Governmental Agencies, which itself may be located outside of the EEA. Inasmuch as the Governmental Agencies make independent decisions as to the purposes and means in the Processing of Personal Data, the Governmental Agencies are acting in the capacity as an independent Controller and not as a Subprocessor to ARINC. Thus, ARINC shall not be liable for the Processing of Personal Data by the Governmental Agencies.

### 3. CUSTOMER OBLIGATIONS

3.1 Customer shall be solely responsible for and shall ensure it complies with any requirements in the jurisdiction(s) in which it is a Processor or Controller of Personal Data including, without limitation, the below requirements:

- (a) Notify or otherwise gain the approval of any regulatory body to the data transfer arrangements anticipated in this DPA; and
- (b) Notify or otherwise obtain the consent of the data subject (unless other lawful mechanisms for transfer apply) for the Processing of the Personal Data under the Agreement.

3.2 If any applicable law requires a Data Subject to receive notice of or to provide consent to the Processing and/or transfer of his/her Personal Data, Customer shall provide such notice and obtain such consent from the applicable Data Subjects, or otherwise ensure that such notice is provided to or consent is obtained from such Data Subjects.

3.3 Customer acknowledges and agrees that ARINC may store and Process Personal Data in the United States or any other country in which ARINC or any of its subcontractors maintain facilities, subject to compliance with the Data Protection Laws.

3.4 Customer acknowledges and agrees that ARINC may store, Process, and use Pseudonymous Information at its own discretion.

### 4. SCOPE MODIFICATIONS.

4.1 In the event that changes in Data Protection Laws require modifications to the Services, the Parties shall use commercially reasonable efforts to comply with such requirements. If such changes in Data Protection Laws require

structural changes to the Services such that the provision of the Services would otherwise be in breach of such Data Protection Laws unless such changes are performed, the Parties will discuss in good faith ARINC's ability to comply and will negotiate and revise the Services accordingly. In the event that ARINC considers in good faith that it is unable to comply with the required changes, ARINC shall notify without undue delay Customer and ARINC may terminate the Services Agreement and/or this DPA on no less than thirty (30) days' prior written notice.

4.2 In the event that ARINC's compliance with Data Protection Laws requires the imposition of certain additional contractual obligations under this DPA, ARINC shall notify the Customer and both Parties shall in good faith seek to amend this DPA in order to address the requirements under Data Protection Laws. In the event the affected Parties fail to reach agreement on an amendment to this DPA, then ARINC may, on no less than thirty (30) days' prior written notice, terminate the Services Agreement and this DPA.

4.3 Customer shall notify ARINC of any faults or irregularities in relation to this DPA that it detects in the provision of the Services.

### 5. LIABILITY

The liability of each Party under this DPA shall be subject to the exclusions and limitations of liability set out in the Services Agreement. Any reference to any "limitation of liability" of a party in the Services Agreement shall be interpreted to mean the total and aggregate liability of a Party and all of its Affiliates under the Services Agreement and this DPA.

### 6. MISCELLANEOUS

6.1 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 the Service Agreement between ARINC and the Customer for the provision of the Services.

6.2 Amendments; Entire Agreement. The terms set forth in this DPA are 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 set forth herein.

6.3 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.



6.4 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.

6.5 Precedence. In the event of any conflict between the provisions of the Service Agreement and the provisions of this DPA, and in relation to the subject matter of this DPA, the provisions of this DPA shall take precedence.

6.6 Headings. The headings in this DPA are for reference only and shall not affect the interpretation of this DPA.