**UNILATERAL DATA PROCESSING AGREEMENT**

With respect to the Services that ARINC Incorporated and its affiliated companies (“Collins”) performs or shall perform for the Customer as described in the Service Agreement, Collins 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 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 instructions may be present in the Service Agreement. If the Service Agreement involves collection or Processing of Personal Data from individuals in California, then the Parties agree that 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. The Customer hereby agrees that Collins’ compliance with the foregoing requirement shall suffice as Customer’s 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, Customer reserves the right to terminate the Services effective upon thirty (30) days to the extent that Collins in 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 its protection impact assessments 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 and as operationally feasible): (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 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.

2.11 Transfers of Personal Data.

 2.11.1 Given the nature of the Services, it is possible that Personal Data may be transferred to other countries and/or 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 for the Data Subject. 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 for the Data Subject. This DPA constitutes Customer’s instructions and agreement with respect to such transfers.

 2.11.2 If the Service 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 the Customer and Collins agree 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,” which if attached shall be made a part hereof. If any of the terms of the Model Clauses conflict with any terms the Service Agreement, the Model Clauses shall prevail.