

LOCKHEED MARTIN

DATA PROTECTION ADDENDUM

PROVISIONS FOR DATA PROCESSING SUBCONTRACTS/PURCHASE ORDERS SUBJECT TO THE GENERAL DATA PROTECTION REGULATIONS AND/OR OTHER APPLICABLE DATA PROTECTION LEGISLATION

1. Definitions

"**Applicable Laws**" means the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") as transposed into domestic legislation of each Member State of the European Union (EU), including the Data Protection Act 2018 in the United Kingdom, and in each case as amended, replaced or superseded from time to time and/or other applicable data protection legislation in force, including the Privacy and Electronic Communications (EC Directive) Regulations 2003;

"**Contract**" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.

"**Data Controller**" has the meaning attributed to it in the GDPR;

"**Data Processor**" has the meaning attributed to it in the GDPR;

"**Data Subject**" has the meaning attributed to it in the GDPR;

"**Data Subject Rights Request**" means a request made by, or on behalf of, a Data Subject as granted pursuant to Applicable Laws, and in particular pursuant to Articles 15-21 of the GDPR;

"**EEA**" means the EU Member States as well as Iceland, Liechtenstein and Norway;

has the meaning attributed to it in the GDPR;

means those countries located primarily in Europe that form the political and economic membership known as the European Union.

"**Personal Data**" has the meaning attributed to it in the GDPR;

"**Personal Data Breach**" has the meaning attributed to it in the GDPR;

or has the meaning attributed to it in the GDPR;

"**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of protection as set out in the European Commission Decision C (2010) 593, as updated, amended, replaced or superseded from time to time by the European Commission;

- means affiliates, agents, subsidiaries and/or subcontractors to which SELLER subcontracts or otherwise delegates the Processing of Personal Data in furtherance of the Contract;

"Supervisory Authority" means (a) an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR; and (b) any similar regulatory authority responsible for the enforcement of Applicable Laws; and

"Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter which SELLER performs under the Contract.

2. SELLER as Data Processor

2.1 SELLER is authorized to process the Personal Data described in the Contract solely for the purposes and only to the extent to furnish the Work to or on behalf of LOCKHEED MARTIN (which, for the purposes of this Section 2, acts as the sole Data Controller) and to protect Data Subjects. In particular, LOCKHEED MARTIN might instruct SELLER to transfer data outside the EEA subject to SELLER complying with the requirements of Articles 45 to 49 of the GDPR. Where SELLER is required by law to further process the Personal Data described in the Contract, SELLER shall inform LOCKHEED MARTIN of that legal requirement before Processing unless that law prohibits such information be provided on public interest grounds.

2.2 Prior to Processing Personal Data (and otherwise upon LOCKHEED MARTIN's request), SELLER will provide LOCKHEED MARTIN with:

2.2.1 Copies of any certifications SELLER maintains (along with relevant supporting documentation) that apply to the systems, policies and procedures that govern the Processing of Personal Data. Examples of potentially relevant certifications include without limitation: SSAE 16 – SOC1, SOC2, SOC3; ISO 27001:2013; ISO 27018:2014, EU Binding Corporate Rules; APEC Cross Border Privacy Rules System; and/or the EU-US and Swiss-US Privacy Shield Frameworks. SELLER will promptly notify LOCKHEED MARTIN if SELLER fails or no longer intends to adhere to such certifications or successor frameworks. If SELLER does not maintain any such external certifications related to privacy, security or data protection then SELLER shall alternatively provide LOCKHEED MARTIN with documentation sufficient to demonstrate

the Personal Data as required by Article 32 of the GDPR. In assessing the appropriate level of security, SELLER shall take into account the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to LOCKHEED MARTIN Personal Data transmitted, stored or otherwise Processed;

implement appropriate organization and technical measures to assist LOCKHEED MARTIN in meeting its obligations in relation to Article 33 to 36 of the GDPR, considering the nature of the Processing and the information available to the SELLER;

2.3.3 provide reasonable assistance, as requested by LOCKHEED MARTIN, with any data protection impact assessments which are required under Article 35 of the GDPR and any prior consultations with any Supervisory Authorities or other competent data privacy authorities, which LOCKHEED MARTIN reasonably considers to be required under Article 36 of the GDPR or similar provisions under any other Applicable Law;

2.3.4 appoint, and identify to LOCKHEED MARTIN, the data protection lead(s) who will

2.18 SELLER shall provide LOCKHEED MARTIN assistance at no additional cost in responding to any complaint, communication or request made in relation to the subject matter of this clause, includin

- 3.1.4.1 only disclose the Personal Data for one or more defined purpose (other than to comply with a requirement of applicable law to which a party is subject) ("**Purposes**");
- 3.1.4.2 take all reasonable steps appropriate to provide a fair Processing notice to those Data Subject(s) whose personal data are to be disclosed to either party to the Contract, or a third-party identified in the Statement of Work, under this Addendum, informing them that their personal data will be disclosed to the receiving party for the Purposes; and
- 3.1.4.3 obtain necessary consent or authorizations required to permit the disclosure of such Personal Data to the receiving party for the Purposes.

3.1.5 When receiving information, each party shall comply with Applicable Laws and, without limitation to the foregoing:



insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall have its' insurers name LOCKHEED MARTIN as an additional insured for the duration of this Contract. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of LOCKHEED MARTIN and is not contributory