



## 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 all applicable data privacy and security laws and regulations, including Canada, the United States ("US"), the United Kingdom ("UK"), and the European Union ("EU") including without limitation the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") as transposed into domestic legislation of each Member State of the EU; the UK Data Protection Act 2018 as well as the General Data Protection Regulation ("UK GDPR"); and/or any other applicable data protection legislation in force, in each case as amended, replaced or superseded from time to time applicable to, or having jurisdiction over, SELLER in its performance of the Work covered by the Contract;

"**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

“**Process**” or “**Processing**” 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as set out in the European Commission Implementing Decision (EU) 2021/915 or 2021/914, as updated, amended, replaced or superseded from time to time by such Commission;

“**Sub-processor**” 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 (that, for the purposes of this Section 2 only, 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.

- 2.3.1 maintain appropriate technical, organizational and contractual measures (including any certifications or other documents referenced herein, which will be made available immediately upon request by LOCKHEED MARTIN) to (1) ensure the security of the Personal Data, (2) guard against unauthorized or unlawful Processing of the Personal Data, and (3) guard against accidental loss, alteration or destruction of, or damage to, 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;
- 2.3.2 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 serve as SELLER's point of contact for Personal Data security and privacy inquiries;
- 2.3.5 provide LOCKHEED MARTIN with such information as LOCKHEED MARTIN may reasonably require to satisfy itself that SELLER is complying with its obligations under Applicable Laws. Such information requests may include without limitation SELLER assisting LOCKHEED MARTIN as needed to respond to requests from the Information Commissioner's Office or other Supervisory Authorities, Data Subjects, customers, or others to provide information about the Work provided by SELLER constituting the Processing of Personal Data;

- 2.4 All SELLER web sites and portals to be used for the purpose of the Contract that collect Personal Data shall include a privacy notice that meets the requirements of Applicable Laws. Upon LOCKHEED MARTIN request, SELLER shall submit the privacy notice for LOCKHEED MARTIN's approval before its use or amendment.

**Cookies Use on Web Sites**

- 2.5 In relation to all SELLER web sites and portals, including remote access portals, to be used for the purpose of the Contract the SELLER shall:

2.5.1 minimize the use of cookies placed on the user/subscriber's computer to that necessary for the effective functioning of the Work; and

2.5.2





2.16 LOCKHEED MARTIN shall have the right to terminate the Contract without additional cost and without liability to SELLER in the event of a reasonable objection to SELLER's proposed transfer.

**Data Subject Rights Requests**

2.17 SELLER is required to immediately notify LOCKHEED MARTIN in the event of any Data Subject



3.1.5.6 Where the receiving party 's establishment undertaking the Personal Data Processing is located in the EEA, the receiving party shall ensure that any disclosure to:

- (a) an entity in the EEA, is compliant with the Applicable Laws; or
- (b) an entity outside the EEA, in addition to the above is compliant





5.1 SELLER and its subcontractors shall maintain for the performance of this Contract insurance that covers cyber risk and cyber liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering the Work covered by this Contract in the amount of \$5 million dollars per occurrence for Work performed in the United States

5.2 SELLER shall have its' insurers name LOCKHEED MARTIN as an additional insured on such policy for the duration of the Contract.

5.3 SELLER sha