

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Union (EU), including the Data Protection Act 2018 in the United Kingdom, and in each case as amended, replaced or superseded from time to time and/or other applicable data protection legislation in force, including the Privacy and Electronic Communications (EC Directive) Regulations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;

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

"**Member State**" 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;

"**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level of protection as set out in the European Commission Decision C (2010) 593, as updated, amended, replaced or superseded from time to time by the European Commission;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 (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 SELLER's ability to comply with its obligations as a Data Processor under Applicable Laws.

2.3 Where the Work requires SELLER to process Personal Data as a Data Processor for LOCKHEED MARTIN, SELLER shall (and shall assure that any of its personnel and its Sub-processors involved in the performance of the Contract) comply with Applicable Laws and will duly observe all of its obligations thereunder that arise from the Contract.

Accordingly, SELLER shall:

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;
- 2.3.6 take reasonable steps to ensure the reliability of any SELLER personnel who have access to Personal Data, including without limitation ensuring that all SELLER personnel required to access Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Contract and Applicable Laws; ensuring in each case that access is strictly limited to those individuals who need to access the relevant LOCKHEED MARTIN Personal Data as strictly necessary in the context of that individual's duties to the SELLER;
- 2.3.7 keep confidential and secure at all times Personal Data relating to Data Subjects. SELLER shall ensure that none of its personnel publish, disclose or divulge any Personal Data to any third party unless directed in writing to do so by LOCKHEED MARTIN; and
- 2.3.8 ensure SELLER does not knowingly or negligently do or omit to do anything which places LOCKHEED MARTIN in breach of LOCKHEED MARTIN's obligations under Applicable Laws.

## **Privacy Notices**

- 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 configure a dedicated page that clearly defines what cookies are set, what they are used for and, for public use web sites and portals, how the user/subscriber can disable cookies. There shall be a prominent link to this page on the website landing page.

### **Personal Data Breaches**

- 2.6 SELLER is required to immediately notify LOCKHEED MARTIN in the event of a Personal Data Breach (i.e., no later than within seventy-two (72) hours after learning of the Personal Data Breach) and provide LOCKHEED MARTIN with sufficient information which allows LOCKHEED MARTIN to meet any obligations to report a Personal Data Breach under Applicable Laws. Such notification shall at a minimum:
- 2.6.1 describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
  - 2.6.2 communicate the name and contact details of SELLER's data protection officer or other relevant contact from whom more information may be obtained;
  - 2.6.3 describe the likely consequences of the Personal Data Breach; and
  - 2.6.4 describe the measures taken or proposed to be taken to address the Personal Data Breach.
- 2.7 SELLER, at its expense, shall fully cooperate with LOCKHEED MARTIN and take such reasonable commercial steps as are directed by LOCKHEED MARTIN to assist in the investigation, mitigation and remediation of each Personal Data Breach.
- 2.8 In the event of a Personal Data Breach, SELLER shall not inform any third party without first obtaining LOCKHEED MARTIN'S prior written consent, unless notification is required by EU or Member State law to which SELLER is subject, in which case SELLER shall to the extent permitted by such law, inform LOCKHEED MARTIN of that legal requirement, provide a copy of the proposed notification and consider any comments made by LOCKHEED MARTIN before notifying the Personal Data Breach.

### **Subcontracting and Outsourcing**

- 2.9 SELLER shall not subcontract any Personal Data Processing to a Sub-processor without prior written authority of LOCKHEED MARTIN, whether this Processing is to be performed within or outside of the EEA.

- 2.10 SELLER shall disclose to LOCKHEED MARTIN in writing the identity of any intended Sub-processor and Personal Data Processing, providing LOCKHEED MARTIN with such information regarding the Sub-processor as is reasonably required.
- 2.11 SELLER shall enter into a written agreement with the Sub-processor(s) which give effect to the terms set out in this clause, and upon request, provide a copy of its agreements with Sub-processors to LOCKHEED MARTIN for review.
- 2.12 SELLER shall carry out adequate due diligence on each Sub-processor to ensure that it is capable of providing the level of protection for LOCKHEED MARTIN Personal Data as is required by the Contract including without limitation sufficient guarantees to implement appropriate technical and organizational measures in such a manner that Processing will meet the requirements of Applicable Laws and the Contract (including without limitation this Addendum), and provide evidence of such due diligence when requested by LOCKHEED MARTIN or a Supervisory Authority.
- 2.13 SELLER shall remain fully liable to LOCKHEED MARTIN for any failure by each Sub-processor to fulfil its obligations in relation to the Processing of any LOCKHEED MARTIN Personal Data.

#### **Data Transfers**

- 2.14 Personal Data transfers from SELLER to Sub-processors are not permitted, except where subcontracting is permitted by LOCKHEED MARTIN in accordance with paragraph 2.9 above. Personal Data transfers outside EEA will be subject to additional requirements.
- 2.15 Where a data transfer to a Sub-processor is authorized by LOCKHEED MARTIN, SELLER shall not transfer Personal Data to a Sub-processor which is located outside the EEA unless:
  - 2.15.1 SELLER confirms that any such transfer is governed by:
    - 2.15.1.1 the provisions of the 'Standard Contractual Clauses (Processors)' (as laid down in the Commission Decision 2010/87/EU of 5 February 2010) or the Standard Contractual Clauses (Controllers) (as laid down in Commission Decision C (2010) 5271); or
    - 2.15.1.2 such other mechanism authorized by Data Protection Laws in the exporting country for example in the case of transfers from within the EU to a country or scheme (such as the US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation; and
  - 2.15.2 SELLER provides LOCKHEED MARTIN prior written notice and opportunity to object.
- 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 Request received or if SELLER receives a request to rectify, block or erase any Personal Data.

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, including by promptly providing LOCKHEED MARTIN with full details and copies of the complaint, communication or request; and such assistance as is reasonably requested by LOCKHEED MARTIN to enable compliance with a Data Subject Request, within the relevant timeframe(s) required by Applicable Laws.

**Communications from Supervisory Authorities**

2.19 SELLER is required to immediately notify LOCKHEED MARTIN in the event of any communication from a Supervisory Authority in connection with Personal Data Processed under this Contract.

**Data Retention**

2.20 SELLER and any Sub-processor shall only retain LOCKHEED MARTIN Personal Data to the extent that and for as long as the Personal Data are necessary for the performance of this Contract.

2.21 SELLER shall maintain complete and accurate records and information to demonstrate its compliance with this clause. SELLER shall, immediately upon request by LOCKHEED MARTIN, return or securely destroy any Personal Data relating to Data Subjects in its control or possession other than where it is required by Applicable Laws to retain such information.

**Audits**

2.22 SELLER shall support audits by LOCKHEED MARTIN of its service operations and information security, and those of its agents, subsidiaries and subcontractors, at a frequency of once every 24 months or where a significant change in the service implementation has occurred. SELLER shall at no cost to LOCKHEED MARTIN implement any remediation actions identified by the audits in an agreed time plan.

**3. SELLER as Data Controller or Joint Controller**

3.1 Where both LOCKHEED MARTIN and SELLER act as Data Controllers, or as a Joint Controllers, in relation to the Personal Data Processed under the Contract,

3.1.1 the parties acknowledge that each party will act as a separate and independent Data Controller in relation to the Personal Data which they Process pursuant to the Contract;

3.1.2 if both parties jointly determine they are Joint Controllers, they shall clearly define respective Processing responsibilities in the Statement of Work;

3.1.3 The parties shall each comply with their respective obligations under the Applicable Laws in respect of their Processing of Personal Data;

3.1.4 When disclosing information ~~Disclose~~, each party shall:

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:
  - 3.1.5.1 put in place and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful Processing or accidental destruction, loss or damage, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the freedoms of natural persons;
  - 3.1.5.2 have adequate security programs and procedures to ensure that only authorized personnel have access to Personal Data and that any persons authorized to have access to Personal Data shall respect and maintain all due confidentiality;
  - 3.1.5.3 only Process the Personal Data for the Purposes;
  - 3.1.5.4 not Process Personal Data for longer than is necessary to carry out the Purposes (other than to comply with a requirement of applicable law to which the receiving party is subject);
  - 3.1.5.5 notify the disclosing party without undue delay following any Personal Data Breach involving the Personal Data and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to supervisory authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data; and
  - 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 with the requirements of Articles 44 to 46 of the GDPR.
- 3.2 Each party shall co-operate with the other, to the extent reasonably requested, in relation to:
  - 3.2.1 any Data Subject Requests;

- 3.2.2 any other communication from a Data Subject concerning the Processing of their Personal Data; and
- 3.2.3 any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Applicable Laws.
- 3.3 Where there is a transfer of Personal Data to an establishment which is located outside the EEA, the parties shall ensure that any such transfer of Personal Data is governed by:
  - 3.3.1 the provisions of the 'Standard Contractual Clauses (Processors)' (as laid down in the Commission Decision 2010/87/EU of 5 February 2010) or the Standard Contractual Clauses (Controllers) (as laid down in Commission Decision C (2004) 5271), as updated, amended, replaced or superseded from time to time; or
  - 3.3.2 such other mechanism authorized by data privacy laws in the exporting country, for example in the case of transfers from within the European Union to a country or scheme (such as the US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation.

#### **4. Indemnity**

SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs (collectively "Claim"), arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Addendum. This indemnity shall apply whether or not LOCKHEED MARTIN has been negligent or at fault. Provided SELLER has met its obligations with respect to this DPA and Applicable Laws then SELLER's indemnity obligation under this clause shall not apply to the extent a Claims is the direct result of LOCKHEED MARTIN's negligent or willful acts or omissions. Nothing in this provision shall otherwise limit any remedies provided by SELLER under this DPA and/or the Contract.

#### **5. Insurance**

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 shall provide LOCKHEED MARTIN thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required 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 with any insurance which LOCKHEED MARTIN may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

**6. Termination**

Any obligation imposed on SELLER under this Addendum in relation to the Processing of Personal Data shall survive any termination or expiration of the Contract or this Addendum.