

ANNEX A – DATA PROTECTION

Version: 270224

This is Annex A to the SITA [Service Agreement]

1. DEFINITIONS

Terms and expressions used in this Data Processing Agreement (DPA) and not defined in this Service Agreement have the meanings assigned to them in Data Protection Legislation.

The following definitions apply in this Annex A:

"Data Breach" means any unauthorised or unlawful processing, disclosure of, or access to, Personal Data provided by the Customer and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of such Personal Data;

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data;

"Data Processor" means the entity which Processes Personal Data on behalf of the Controller;

"Data Protection Legislation" means all mandatory applicable data protection laws that apply to the Processing of Personal Data under this DPA and the Service Agreement;

"Data Subject" means the individual to whom Personal Data relates;

"Personal Data" means any information disclosed by the Customer that SITA Processes during the provision of a Product/Service that (i) relates to an identified or identifiable natural person; or (ii) is defined as "personally identifiable information", "personal information", "personal data" or similar terms, as such terms are defined under Data Protection Legislation, including as may be used in this DPA;

"Process", "Processes", "Processing", and "Processed" means any operation or set of operations performed upon Personal Data, whether or not by automatic means;

"Products/Services" means the services, functions, processes and responsibilities described in the Service Agreement (together with any other services, functions, processes and responsibilities that are not expressly stated or referred to in the Service Agreement, but which are required for the proper performance and provision of those services, functions, processes and responsibilities);

"Regulator" means any regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) to whose rules, regulations or guidance any Party (or any assets, resources or business of such Party) is, from time to time, subject or submits, or which otherwise relate to the Services;

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data in SITA possession, custody, or control;

"SITA Personnel" means all or any of: (i) directors, officers, employees and/or agents of SITA or of any member of the SITA Group; (ii) the directors, officers, employees and/or agents of any of SITA (or SITA Group's) sub-contractors; and (iii) any other individuals engaged by or on behalf of SITA or any of its sub-contractors in the performance of any part of SITA's obligations under this Agreement;

"Sub-processor" means any third-party entity engaged by SITA to assist in fulfilling its obligations with respect to providing the Products/Services pursuant to the Service Agreement or this DPA, insofar as such an entity Processes Personal Data on behalf of SITA.

2. DATA PROCESSING

- 2.1. Customer shall be the Data Controller and SITA shall be the Data Processor in relation to the Personal Data. The Parties agree that this DPA, including all applicable Addenda, and the Service Agreement set out the Customer's instructions to SITA in relation to the Processing of Personal Data by SITA.

- 2.2. Each Party authorizes the other Party and its Affiliates (and their successors and assigns, contractors and business partners) to store and use such Party's contact information in connection with the Service for lawful purposes.
- 2.3. Customer warrants that the instructions it provides to SITA in relation to the Processing of the Personal Data will comply with Data Protection Legislation and that its Processing of Personal Data complies with the Data Protection Legislation including any applicable requirement to provide notice to Data Subjects of the use of SITA as Processor. Customer will be responsible for the accuracy, quality, and legality of the Personal Data. Customer specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject, to the extent applicable under Data Protection Legislation.
- 2.4. SITA shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Service Agreement and applicable Service Schedules; (ii) Processing for the provision of support and maintenance purposes (iii) Processing initiated by Customer Users in their use of the Products/Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Service Agreement.
- 2.5. SITA shall inform Customer promptly (i) if, in its opinion, an instruction from Customer constitutes a breach of Data Protection Legislation and/or (ii) if SITA is unable to follow Customer's instructions for the Processing of Personal Data.
- 2.6. The scope and subject matter of Processing Personal Data by SITA is the performance of the Products/Services, the nature and purpose of processing by SITA, in performing its obligations under this Service Agreement, and the duration of that processing, the applicable types of Personal Data and categories of data subject is as set out in Appendix 1 of this DPA.
- 2.7. **SITA co-operation obligations.** SITA shall:
- a) provide to Customer, at Customer's cost, such reasonable information, co-operation and assistance as Customer may, from time to time, require to enable Customer to comply with its obligations under the Data Protection Legislation as a data Controller in respect of Personal Data Processed under this DPA , but only to the extent SITA is reasonably able to do so taking into account the nature of the processing of the Personal Data undertaken in providing the Products/Services and the information SITA has in its possession and control;
 - b) assist Customer, by appropriate technical and organisational measures, for the fulfilment of Customer's obligation to respond to requests for the exercise of data subject rights (including access requests) set out in the Data Protection Legislation, to the extent possible for SITA to do so, taking into account the nature of the processing of the Personal Data undertaken in providing the Products/Services and without requiring SITA to incur any additional costs in providing such measures;
 - c) taking into account the nature of processing and the information available to SITA assist Customer in ensuring compliance with Customer's obligations related to:
 - (i) security of processing;
 - (ii) performing relevant data protection impact assessments and the related prior consultation(s) with regulators.
 - d) notify Customer in writing, as soon as reasonably practicable, unless legally prevented from doing so, if it:
 - (i) receives from a data subject a communication relating to, request for, or notice of, the exercise of that person's rights under the Data Protection Legislation in relation to the Personal Data; or
 - (ii) receives any complaint, request, notice or communication which relates directly or indirectly to the processing of the Personal Data by SITA on behalf of Customer or to either Party's compliance with the Data Protection Legislation
 - (iii) and, in each case, provide a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice to the extent known to the SITA;

2.8. **Security, Breach Notification and Audit.** SITA shall:

- a) take and maintain the appropriate technical and organisational measures (as documented in Appendix 2) to ensure the security of the Personal Data and against the unauthorised or unlawful processing of, and accidental loss or destruction of, or damage to, such Personal Data;
- b) ensure that SITA Personnel who access the Personal Data are under an obligation to handle the Personal Data in accordance with the obligations regarding confidentiality of information;
- c) notify Customer, without undue delay upon becoming aware of a Data Breach and provide, together with such notification, such details of the nature of Personal Data affected, the categories and estimated number of data subjects concerned and approximate volume of Personal Data records affected, to the extent known to SITA at such time;
- d) maintain a program to help ensure compliance with the obligations set out in this DPA and subject to the Confidentiality provisions of the Service Agreement, shall make available to Customer upon written request at reasonable intervals, information necessary to demonstrate SITA's compliance with the obligations set out in this DPA.
- e) No more than once a calendar year, Customer shall have the right to conduct security audits to examine SITA's and SITA's subcontractors' compliance with the Agreement. Audit may cover, without limitation, auditing information security management system, information security related processes, controls and practices which are related to the delivery of the services to Customer. The actual scope in detail of each Audit is to be planned between the parties subject to the audit rights of the Customer. The Audit shall exclude any security scans or any other intrusion to any SITA systems unless SITA gives consent.
- f) Unless otherwise agreed, Customer shall provide written notice to SITA at least sixty (60) business days prior to conducting the audit. SITA shall, at no additional costs to Customer, assist in the audit and provide the auditor with unrestrained access to all such documents as reasonably requested by the auditor. The Parties shall collaborate to perform the Audit in an efficient manner and take care of their duties without any unnecessary delays. In case where Customer Audit lasts more than 3 (three) business days, SITA may be entitled to charge the costs of such Customer Audit to the Customer based on the number of man days incurred by SITA to assist Customer at a rate which will be agreed between the parties before the start of the Customer Audit.
- g) The Audit shall be subject to the confidentiality provisions of the Agreement. Any Customer auditors will be supervised at all times by a SITA representative. The audit shall be conducted in a way that will not affect the confidentiality of other SITA's customers.
- h) SITA shall without undue delay initiate and promptly implement (in any case within 3 (three) months after the date when the Customer Audit Report was shared with SITA) any actions or remedial measures which the auditor considers to be necessary as a result of an audit as validated together with SITA. Customer Audit Report and any findings of the Audit procedure shall be considered as Confidential Information and cannot be shared with any third party unless such third party is a governmental or regulatory authority or unless mutually agreed between Customer and SITA. SITA shall provide Customer with unrestrained access to follow-up information on the status and effectiveness of remedial measures recommended by the auditor. SITA shall support Customer in any unscheduled audits that Customer may be required to perform due a third-party or governmental authority request.
- i) Any such possible audit or inspection performed by Customer shall in no way limit SITA's or its subcontractors' obligations and liability.

Sub-processing

- 2.9. Customer agrees SITA may disclose Personal Data to any third party to which SITA is permitted to sub-contract any element of the Services in accordance with **clause 30.5 of the Service Agreement** (a Sub-processor) to the extent such disclosure is necessary for such third party's provision of that element of the Services and provided that:
- a) SITA will have a written agreement in place with that Sub-processor which imposes obligations on the Sub-processor no less onerous than those set out in this Annex A;
 - b) SITA will remain liable for the performance of such obligations by such third party.

- 2.10. SITA can at any time and at its discretion make changes to its sub-processors provided that Customer is given Notice of any intended changes through the addition or replacement of sub-processors and from the date of notification the Customer will have fourteen (14) calendar days to pose any reasonably made objections based on reasonable grounds and only in respect to data protection concerns (“Review Period”). In case customer objects, SITA will then endeavour to offer alternate options for the delivery of the relevant Product that does not involve the new Sub-processor. The Parties agree that any non-response by the Customer during the Review Period will be taken as the Customer’s authorization of such Sub-processor. Notwithstanding the foregoing, SITA may replace a Sub-processor without advance notice where the reason for the change is outside of SITA’s reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SITA will inform Customer of the replacement Sub-processor as soon as possible following its appointment. Section 2.5 applies accordingly.

Notifications

- 2.11. Customer will use reasonable endeavours to inform SITA, if it names SITA in a notification of a Data Breach to any Regulator or affected data subject, either prior or immediately following such notification.

3. DELETION AND RETENTION

Following the termination or expiry of the Service Agreement (or relevant part thereof), promptly, and at the option of Customer, SITA will (a) return (if feasible) to Customer or (b) securely delete all of the Personal Data and all materials containing any copies of the Personal Data held by SITA on behalf of Customer, unless retention is required and/or permitted by Data Protection Legislation to which SITA is subject or as otherwise set out in the applicable Service Schedule(s).

4. LIMITATION OF LIABILITY

The liability of each party and each party’s Affiliates under this DPA shall be subject to the exclusions and limitations of liability set out in the Service Agreement and shall not be modified by this DPA. Any claims brought by a party or its Affiliates under this DPA, whether in contract, tort or under any other theory of liability, shall be subject to the exclusions and limitations set forth in the Service Agreement.

5. JURISDICTION-SPECIFIC ADDENDA

Attached to this DPA are Addenda that provide terms specific to the Processing of Personal Data arising out of specific legal requirements from particular jurisdictions, which shall apply to the extent Personal Data is Processed in one or more of these jurisdictions.

In the event of a conflict or inconsistency between this DPA and an Addendum, the Addendum applicable to Personal Data from the relevant jurisdiction shall prevail with respect to Personal Data from that relevant jurisdiction, but solely with regard to the portion of the provision in conflict or inconsistency.

6. UPDATES

In the event of changes to Data Protection Laws, including, but not limited to, the amendment, revision, or introduction of new laws, regulations, or other legally binding requirements to which either party is subject, the Parties agree to revisit the terms of this DPA, and negotiate any appropriate or necessary updates in good faith, including the addition, amendment, or replacement of any Addenda.

Appendix 1 – DESCRIPTION OF PROCESSING

1. *Processing by SITA*: See description of Service in Service Schedule.
2. *Categories of Data Subjects whose personal data is transferred*: The Personal Data transferred may relate to the following categories of Data Subjects: Passengers of the Customer and/or staff of the and/or other individuals whose Personal Data is Processed as part of the provision of the Services.
3. *Types of personal data transferred*: The Personal Data transferred may relate to Passenger Personal Data to enable air transport – being:
 - a. names, email addresses, dates of birth, genders, addresses, passport numbers; and
 - b. customer staff data – being names, email addresses

in accordance with the requirements set out in Service description.

4. *Sensitive data transferred (if applicable)*: When Processing Personal Data, SITA may process sensitive Personal Data. The nature and scope of the sensitive personal data that is transferred may not be known until after the Processing has taken place and may include: Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.
5. *The frequency of the transfer (e.g., Whether the data is transferred on a one-off or continuous basis)*: The transfer of Personal Data between the Parties will occur on a continuous basis.
6. *Nature of the Processing*: Personal Data will be subject to processing activities such as storing, recording, using, sharing, transmitting, analysing, collecting, transferring, and making available Personal Data. See description of Service in Service Schedule.
7. *Purpose*: The purpose of the Processing of Personal Data under this DPA is to enable SITA to deliver the Products and perform its obligations as set forth in the Service Agreement (including this DPA) mainly related to communications and/or air transport services as per the Service description or as otherwise agreed by the Parties in mutually executed written form.
8. *The period for which the personal data will be retained, or if that's not possible, the criteria used to determine that period*: SITA will retain Personal Data to fulfil the purposes for which it was collected – either as authorized by Customer or following mandatory legal provisions and as necessary to comply with business requirements, legal obligations, resolve disputes, and enforce its rights. Specific data retention periods are reflected for certain Services.

ADDENDUM A

EUROPEAN ECONOMIC AREA ADDENDUM

1. Definitions

- 1.1 "EEA" means the European Economic Area.
- 1.2 "**European Data Protection Law**" means the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("General Data Protection Regulation" or "GDPR"), as implemented by countries within the EEA and/or other laws that are similar, equivalent to, or successors to the GDPR.
- 1.3 "**Model Clauses**" means the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses (SCCs) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
- 1.4 All terms used herein not defined in the DPA will have the meaning assigned to them in the applicable European Data Protection Law. All references to Data Protection Law or laws in the DPA shall be read in the context of EU or Member State Law for the purpose of this Addendum.

2. International Transfers

- 2.1 To the extent that SITA Processes any Personal Data from the EEA and transfers such Personal Data outside of the EEA to countries not deemed "adequate" by the European Commission, the Parties agree to enter into and comply with the Standard Contractual Clauses (SCCs) described in Section 3 of this Addendum.
- 2.2 The Parties agree that the data export solution identified in Section 3.1 of this Addendum (SCCs) will not apply if and to the extent that SITA adopts an available alternative data export mechanism for the lawful transfer of Personal Data outside of the EEA (as recognized under European Data Protection Laws). To the extent the execution of additional documents is required to give effect to such data export solution, the Parties shall work in good faith to execute such documentation.

3. Standard Contractual Clauses (SCCs)

- 3.1 The Model Clauses, as set out at this link, apply to this DPA, and the parties agree that the signing of this DPA constitutes deemed signature and incorporation of those standard contractual clauses (and the appendices to same) as required: i) Module Two for controller to processor transfers: <https://www.sita.aero/gdpr/scc/customers/module2>; ii) Module Three for processor to processor transfers: <https://www.sita.aero/gdpr/scc/customers/module3>.
- 3.2 In respect to Clause 9(a) *Sub-processors* of Module Two of the Model Clauses, Customer grants SITA a General Written Authorization for the use of Sub-processors.
- 3.3 In respect to Clause 17 *Governing Law*: Option 1 is selected, and the governing law is that of Belgium.

3.4 In respect to Clause 18 *Choice of forum and jurisdiction*: The courts of Belgium shall resolve any disputes arising from the Model Clause

ANNEX I TO ADDENDUM A

A. List of Parties

Data exporter: The data exporter is the entity identified as the Customer in the Service Agreement, acting as a data exporter on behalf of itself and its Affiliates.

Data importer: The data importer is SITA, acting as a data importer on behalf of itself and its Affiliates.

B. Description of Transfer

1. *Categories of Data Subjects whose personal data is transferred*: The Personal Data transferred may relate to the following categories of Data Subjects: Passengers of the Customer and/or staff of the and/or other individuals whose Personal Data is Processed as part of the provision of the Products.

2. *Types of personal data transferred*: The Personal Data transferred may relate to Passenger Personal Data to enable air transport – being:

- a. names, email addresses, dates of birth, genders, addresses, passport numbers; and
- b. customer staff data – being names, email addresses,

in accordance with the requirements set out in Service description.

3. *Sensitive data transferred (if applicable)*: When Processing Personal Data, SITA may process sensitive Personal Data. The nature and scope of the sensitive personal data that is transferred may not be known until after the Processing has taken place and may include: Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.

4. *The frequency of the transfer (e.g., Whether the data is transferred on a one-off or continuous basis)*: The transfer of Personal Data between the Parties will occur on a continuous basis.

5. *Nature of the Processing*: Personal Data will be subject to processing activities such as storing, recording, using, sharing, transmitting, analysing, collecting, transferring, and making available Personal Data.

6. *Purpose*: The purpose of the Processing of Personal Data under this DPA is to enable SITA to deliver the Products and perform its obligations as set forth in the Service Agreement (including this DPA) mainly related to communications and/or air transport services as per the Service description or as otherwise agreed by the Parties in mutually executed written form. See description of Service in Service Agreement.

7. *The period for which the personal data will be retained, or if that's not possible, the criteria used to determine that period*: SITA will retain Personal Data to fulfil the purposes for which it was collected – either as authorized by Customer or following mandatory legal provisions and as necessary to comply with business requirements, legal obligations, resolve disputes, and enforce its rights. Specific data retention periods are reflected for certain Services.

8. For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing: Personal Data may be transferred to SITA Sub-processors.

C. Competent Supervisory Authority

Competent supervisory authority/ies to be chosen in accordance with Clause 13.

ANNEX II TO ADDENDUM A

Description of the technical and organizational measures implemented by the data importer(s)

SITA Technical and organization security measures (TOMs) can be found at: <https://www.sita.aero/legal/sita-privacy-resource-center/security-toms/>

ADDENDUM B

SWITZERLAND ADDENDUM

1. Terms

All terms used herein not defined in the DPA will have the meaning assigned to them in the FADP. All references to Data Protection Law or laws in the DPA shall be read in the context of FADP for the purpose of this Addendum.

2. International Transfers

To the extent that SITA Processes any Personal Data from Switzerland and transfers such Personal Data outside of Switzerland to countries not deemed to provide an adequate level of data protection under FADP, the Parties agree to enter into and comply with the Standard Contractual Clauses (SCCs) as defined and included in the European Economic Area Addendum to this DPA and further amended by this Addendum. SITA agrees that it is a "data importer" and Customer is the "data exporter" under the SCCs (as amended by this Addendum).

- 2.1 The Parties agree that the data export solution identified in Section 3 (Model Clauses) below will not apply if and to the extent that SITA adopts an available, alternative data export solution for the lawful transfer of Personal Data outside of Switzerland (as recognized under the FADP). To the extent the execution of additional documents is required to give effect to such data export solution, the Parties shall work in good faith to execute such documentation.

3. Model Clauses. For the purposes of this Addendum:

- 3.1 Module Two (Controller to Processor) (and/or Module Three (Processor to Processor) of the SCCs set forth in the European Economic Area Addendum to this DPA, including all of its Annexes, is incorporated by reference into this Addendum. Signatures applied to the Service Agreement will be taken as equally signing and effectuating the SCCs.
- 3.2 All references to the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("General Data Protection Regulation" and/ or "GDPR") shall be deemed to refer to the FADP.
- 3.3 All references to the competent supervisory authority shall be deemed to refer to the Federal Data Protection and Information Commissioner ("FDPIC").
- 3.4 All references to Member State(s)/EU Member State(s) shall be deemed to include Switzerland.
- 3.5 All references to the exporter in the EU shall be deemed to include the exporter in Switzerland.
- 3.6 All reference to Clause 8.8 of Module Two and in Annex I to the EEA shall be deemed to include Switzerland.
- 3.7 Where the SCCs use terms that are defined in the GDPR, those terms shall be deemed to have the meaning as the equivalent terms are defined in the FADP.

ADDENDUM C

UNITED KINGDOM ADDENDUM

1. Definitions

- 1.1 **"Mandatory Clauses"** means Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the Information Commissioner's Office and laid before Parliament in accordance with s199A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
- 1.2 **"Model Clauses"** means the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
- 1.3 **"UK"** means the United Kingdom.
- 1.4 **"UK Data Protection Law"** means all laws relating to data protection, the Processing of Personal Data, privacy and/or electronic communications in force from time to time in the UK, including: (i) the UK GDPR and UK Data Protection Act 2018; and/or (ii) other laws that are similar, equivalent to, successors to, or that are intended to or implement the laws that are identified in (i) above.
- 1.5 **"UK GDPR"** as defined in section 3 of the Data Protection Act 2018.
- 1.6 All terms used herein not defined in the DPA will have the meaning assigned to them in the applicable UK Data Protection Law. All references to Data Protection Law or laws in the DPA shall be read in the context of UK Law for the purpose of this Addendum.

2. International Transfers

- 2.1 To the extent that SITA Processes any Personal Data from the UK and transfers such Personal Data outside of the UK to countries not deemed to provide an adequate level of data protection under UK Data Protection Law, the Parties agree to enter into and comply with the Model Clauses (as amended by the Mandatory Clauses). SITA agrees that it is a "data importer" and Customer is the "data exporter" under the Model Clauses (as amended by the Mandatory Clauses).
- 2.2 The Parties agree that the data export solution identified in Section 3 (Mandatory Clauses) will not apply if and to the extent that SITA adopts an available, alternative data export solution for the lawful transfer of Personal Data (as recognized under UK Data Protection Law) outside of the UK. To the extent the execution of additional documents is required to give effect to such data export solution, the Parties will work in good faith to execute such documentation.

3. Mandatory Clauses

- 3.1 The Mandatory Clauses, as set out at this link <https://www.sita.aero/gdpr/scc/UKaddendum> , apply to this DPA and the parties agree that the signing of this DPA constitutes deemed signature and incorporation of those mandatory clauses (and the appendices to same). The Mandatory clauses are incorporated by reference into this Addendum and the Model Clauses are amended in accordance with the Mandatory

Clauses. For clarity, Annexes I and II of the Model Clauses included in the European Economic Addendum (Addendum A to this DPA) are incorporated by reference to this Addendum.

- 3.2 Neither the Mandatory Clauses or this Addendum shall be interpreted in a way that conflicts with rights and obligations provided for under UK Data Protection Law.
- 3.3 SITA (as data importer) may end this DPA (including this Addendum) to the extent the Mandatory Clauses apply, in accordance with Section 19 of the Mandatory Clauses.
- 3.4 For the purposes of this Addendum: the competent supervisory authority shall be the Information Commissioner's Office.
- 3.5 For the purposes of this Addendum, clause 3.1 to 3.2.1 of the European Economic Area Addendum are incorporated and shall be read and interpreted in accordance with the Mandatory Clauses.
- 3.6 In respect to Clause 17 *Governing Law*: The governing law is that of England and Wales.
- 3.7 In respect to Clause 18 *Choice of forum and jurisdiction*: The courts of England Wales shall resolve any disputes arising from the Model Clauses (as amended by the Mandatory Clauses).

ADDENDUM D

CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

All terms used herein not defined in the DPA or this Addendum, will have the meaning assigned to them in the CCPA and its implementing regulations.

SITA will comply with the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq., as amended by the California Privacy Rights Act (together, the “CPRA”) as a “service provider” (as defined by the CPRA) in its performance of the Products.

SITA shall not:

1. Sell Personal Information.
2. Retain, use, or disclose Personal Information outside of the direct business relationship between SITA and Customers or for any purpose other than for the business purposes specified in the Service Agreement (including the DPA) or as otherwise permitted by the CPRA.

Appendix 2 – DATA SECURITY

Security Technical and Organizational Measures (TOM)

Global security measures

Taking into account the nature, scope, context, and purposes of processing, the state of the art, the costs of implementation, as well as the risk of varying likelihood and severity of the rights and freedoms of natural persons SITA has implemented security technical and organizational measures that apply to the organization as a whole, and hence to all of SITA's products and services.

Please refer to the following link to have access to these global technical and organizational measures:

<https://www.sita.aero/globalassets/docs/other/Global-Security-TOMs.pdf>