

Schedule 1
DPA Schedule for
European Union, European Economic Area, Switzerland and United Kingdom of Great Britain and Northern Ireland

This DPA Schedule (including its exhibits and annexes, this “Schedule”) is incorporated by this reference into and forms a part of the DPA.

1. **Definitions.** Capitalized words used but not defined in this Schedule have the meanings given in the DPA or the Agreement.

“DPA” means the Data Processing Agreement to which this Schedule is attached.

“EU SCCs” means the standard contractual clauses adopted by the European 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 the GDPR.

“GDPR” means (1) the Regulation (EU) 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 (“EU GDPR”) and (2) the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”).

“Non-Adequate Third Country” means a country not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR).

“Supervisory Authority” means an independent public authority which is established by an EU Member State / Switzerland / UK, as applicable, pursuant to the GDPR.

“UK” means The United Kingdom of Great Britain and Northern Ireland.

“UK IDTA Addendum” means the UK International Data Transfer Addendum set forth in Exhibit 2 to the DPA.

2. **Scope.** This Schedule is incorporated by reference into the DPA and is applicable only when Data Provider Data includes “personal data” (as defined by the GDPR) subject to the GDPR.

3. **Processing of Data Provider Data and Sightings Data by Lotame.**

3.1. **Roles of the Parties.** Data Provider is a “controller” that transfers Data Provider Data and Sightings Data to Lotame, and Lotame is a “controller” that receives Data Provider Data and Sightings Data for Processing. Each party will comply with their respective obligations in and will Process Data Provider Data and Sightings Data in accordance with this Section 3, Section 3 of the DPA, and the provisions of the GDPR applicable to their role specified in the previous sentence.

3.2. **Data Transfers From the EU, EEA, and Switzerland to the United States.** Data Provider acknowledges that Lotame will transfer Data Provider Data and Sightings Data from the EU, EEA, and Switzerland to the United States, and as such, each party will comply with their respective obligations in Module 1 of the EU SCCs applicable to their role (as specified in Section 3.2(a) of this Schedule), with Module 1 of the EU SCCs supplemented as follows:

(a) Data Provider is the “data exporter” and Lotame is the “data importer.”

(b) The optional Clause 7 is not included.

(c) With respect to Clause 8.2(c), Lotame will provide a copy of the EU SCCs between Data Provider and Lotame if the User Rights Request identifies Data Provider. If the User Rights Request does not identify Data Provider, Lotame will provide a copy of the EU SCCs with the annexes in Exhibit 1 to this Schedule to the User making the request and will inform the User (1) of the reasons why it is unable to provide a copy of the EU SCCs between Data Provider and Lotame and (2) that either Lotame will be able to provide a copy of the EU SCCs if the User provides additional information identifying Data Provider or the User may obtain a copy of the EU SCCs by addressing the request to the entity that the User believes provided the Data Provider Data and Sightings Data to Lotame.

(d) Clause 9 is not applicable.

(e) With respect to Clause 11(a), the optional language is not included.

(f) With respect to Clause 17, (1) for data transfers from the EU/EEA, the Member State is the Republic of Ireland and (2) for data transfers from Switzerland, the Member State is Switzerland.

- (g) With respect to Clause 18(b), the Member State is the Republic of Ireland.
- (h) Annexes I and II are completed with the information set out in Annexes I and II of Exhibit 1 to this Schedule.

3.3. Data Transfers From the UK to the United States. Data Provider acknowledges that that Lotame will transfer Sightings Data from the UK to the United States, and as such, each party will comply with their respective obligations in the UK IDTA Addendum set forth in Exhibit 2 of this Schedule applicable to their role (as specified in Section 3.3(a) of this Schedule), with Module 1 of the EU SCCs supplemented as follows:

- (a) Customer is the “data exporter” and Lotame is the “data importer.”
- (b) The optional Clause 7 is not included.
- (c) With respect to Clause 8.2(c), Lotame will provide a copy of the EU SCCs between Data Provider and Lotame if the User Rights Request identifies Data Provider. If the User Rights Request does not identify Data Provider, Lotame will provide a copy of the EU SCCs with the annexes in Exhibit 1 to this Schedule to the User making the request and will inform the User (1) of the reasons why it is unable to provide a copy of the EU SCCs between Data Provider and Lotame and (2) that either Lotame will be able to provide a copy of the EU SCCs if the User provides additional information identifying Data Provider or the User may obtain a copy of the EU SCCs by addressing the request to the entity that the User believes provided the Data Provider Data and Sightings Data to Lotame.
- (d) Clause 9 is not applicable.
- (e) With respect to Clause 11(a), the optional language is not included.

3.4. Consent Policy. Data Provider and its Third Party Sources shall comply with Lotame’s Consent Policy for the European Union, European Economic Area, Switzerland and United Kingdom of Great Britain and Northern Ireland available at <https://www.lotame.com/legal/policies/eu-consent-policy/>.

4. IAB Europe’s Transparency & Consent Framework. Data Provider and its Third Party Source shall implement the IAB Europe’s Transparency & Consent Framework v2.0 or later specification on all Properties, and shall add Lotame as a vendor.

5. Cooperation. Upon a party’s request, the other party shall provide the requesting party with (a) reasonable cooperation and assistance needed for the requesting party to fulfil its obligations under the GDPR to complete any required assessments related to Processing of Personal Data exchanged between the parties, to the extent the requesting party does not otherwise have access to the relevant information, and to the extent such information is available to the other party; and (b) any Supervisory Authority inquiry or investigation related to the performance under the Agreement.

6. Additional Provisions relating to EU SCCs.

6.1. Inclusion of Switzerland as Member State. The term “member state,” as used in the EU SCCs, must not be interpreted in such a way as to exclude Users in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs. Where the Swiss Federal Act on Data Protection (FADP) applies to Processing of Personal Data, references to the GDPR should be understood as references to the FADP insofar as the data transfers are subject to the FADP and the EU SCCs will also protect the data of legal entities, until the entry into force of the revised FADP.

6.2. Change in Applicable Transfer Mechanisms. In case the parties can no longer rely on EU SCCs as an appropriate transfer mechanism, the parties will negotiate in good faith an alternative transfer mechanism to replace the EU SCCs, at the choice of Lotame, without undue delay.

Exhibit 1
Annexes for Module 1 (Controller-to-Controller): Personal Data Inbound to Lotame from Data Provider

Annex I

A. LIST OF PARTIES

1. Data exporter(s):

Name: The data exporter is the entity identified as “data exporter” in Section 3.2(a) of Schedule1.

Address: Address of the entity identified as “data exporter” in Section 3.2(a) of the Schedule 1 as set forth in the Agreement.

Contact person’s name, position and contact details: The Data Protection/Privacy Contact of the data exporter identified in the Agreement, if not directly identified therein, data exporter shall provide it to data importer without undue delay.

Activities relevant to the data transferred under these Clauses: Processing of Data Provider Data for purposes identified in Clause B.6 below.

Signature and date: Signed and dated by the authorized person for the data exporter identified in the Agreement.

Role (controller/processor): Controller

2. Data importer(s):

Name: The data importer is the entity identified as “data importer” in Section 3.2(a) of Schedule1.

Address: Address of the entity identified as “data importer” in Section 3.2(a) of Schedule1 as set forth in the Agreement.

Contact person’s name, position and contact details: The Data Protection/Privacy Contact of the data importer identified in the Agreement, if not directly identified therein, data importer shall provide it to data exporter without undue delay.

Activities relevant to the data transferred under these Clauses: Processing of Data Provider Data for purposes identified in Clause B.6 below.

Signature and date: Signed and dated in the Agreement by the authorized person for data exporter identified in the Agreement.

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

1. Categories of data subjects whose personal data is transferred

Persons viewing and/or interacting with the online properties (including advertisements) of the data exporter which have been tagged by or on behalf of data exporter.

2. Categories of personal data transferred

The personal data transferred concern the following categories of data:

- pseudonymous IDs;
- hashed emails;
- behaviours;
- internet log data; and
- event data.

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The data exporter will not send sensitive data to the data importer.

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 will be on a continuous basis.

5. Nature of the processing

Same as purposes below.

6. Purpose(s) of the data transfer and further processing

The transfer is made for the following purposes:

- Create profiles consisting of Behaviors from data exporter with the Behaviors from other controllers linked to Pseudonymous IDs and hashed emails;
- Use internet log data and event data for cross-device linking;
- Make profiles available to data exporter's customers for the purpose of creating audiences (modeled and non-modeled) to be used for tailored behavioral advertising, content personalization, analytics, and product research and development; and
- License profiles available to other platforms for the purpose of creating audiences (modeled and non-modeled) to be used for tailored behavioral advertising, content personalization, analytics, and product research and development.

7. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The retention for the personal data transferred is:

- Behaviours – 13 months from the date of its collection
- Pseudonymous IDs and hashed emails – 90 days after the Pseudonymous ID or hashed email is no longer associated with any Behaviours.
- Internet log data and event data – 40 weeks

8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to processors are for the same purpose and duration as set forth in this Annex I.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority is supervisory authority in the country of data exporter's residence in the EU, as indicated in Annex I.A. above. In case data exporter falls into one of the other categories under clause 13 of Clauses, it shall notify data importer without undue delay of the competent supervisory authority in accordance with clause 13 of Clauses.

For the purposes of transfers of Swiss personal data, parallel supervision should apply. FDPIC, insofar as the data transfer is governed by the Swiss FADP; EU authority insofar as the data transfer is governed by the GDPR (whilst the criteria of Clause 13 for the selection of the competent authority must be observed).

Annex II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

- 1. Systems.** Data importer shall maintain appropriate technical and organizational policies, procedures and safeguards for protection of Data Provider Data, including protection against unauthorized Processing, loss, or unauthorized disclosure of or access to, Data Provider Data.

2. **Data Transmission.** All customer interactions with the data importer's services are encrypted in transit with Secure Sockets Layer (SSL) technology.
3. **Application Security.** Access to the data importer's services is protected by granular user privileges, including distinct read/write privileges. These privileges are packaged into reusable and customizable roles. Individual users are granted any number of roles, thus providing the capability to control specific responsibilities and access levels within data importer's organization.
4. **Development Practices.** Data importer's services utilizes industry-standard source code management systems to manage the introduction of new code into the product suite. Access to the code repositories is granted on an as needed basis only to employees within the data importer's technology and engineering organizations.
5. **Hosting Infrastructure.** Data importer's production infrastructure is hosted by Amazon Web Services (AWS). Data importer does not maintain any physical access to the AWS facilities, and remote access is restricted to named operations staff on as needed basis.
6. **Configuration Management.** Data importer utilizes automated configuration management tools to manage application runtimes and configuration parameters across our infrastructure, with access restricted to staff that support releases and operations. Within the configuration management information architecture, credentials used by automated systems (e.g. database logins) are isolated from general application configuration parameters to further limit access to such credentials
7. **Confidentiality.** All data importer personnel enter into customary confidentiality agreements that governs the access, use and treatment of all data Processed by data importer.
8. **Access by Data Importer's Employees.** Data importer limits access to Data Provider Data to those individuals that require access to Data Provider Data in order to provide data importer's services to data exporter.
9. **Personal Data Incident Notifications.** Data importer shall maintain data incident management policies and procedures and shall, without undue delay and in accordance with the timelines required by GDPR, notify data exporter of any data incidents that result in the unauthorized or illegal destruction, loss, alteration, disclosure of, or access to, personal data that is stored or processed by data importer. Data importer will take prompt action to mitigate any harm to data exporter or personal data.

Exhibit 2
UK IDTA (Controller-to-Controller – Personal Data Inbound to Lotame from Data Provider)

Tables

Table 1: Parties and signatures

Start date	As stated in the DPA	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<p>Full legal name: The legal name of the entity identified as Data Provider in the DPA.</p> <p>Trading name (if different):</p> <p>Main address (if a company registered address): The address of the entity identified as Data Provider in the DPA.</p> <p>Official registration number (if any) (company number or similar identifier):</p>	<p>Full legal name: Lotame Solutions, Inc.</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 8850 Stanford Blvd., Suite 4000, Columbia, MD 21045</p> <p>Official registration number (if any) (company number or similar identifier): N/A</p>
Key Contact	<p>Full Name (optional): [REDACTED]</p> <p>Job Title: The job title of the Data Protection/Privacy Contact identified in the Agreement for Data Provider, if not directly identified therein, Data Provider shall provide it to the Importer without undue delay.</p> <p>Contact details including email: The contact information of the Data Protection/Privacy Contact identified in the Agreement for Data Provider, if not directly identified therein, Data Provider shall provide it to the Importer without undue delay.</p>	<p>Full Name (optional): [REDACTED]</p> <p>Job Title: Head of Privacy and Product Counselling</p> <p>Contact details including email: privacy@lotame.com</p>

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<p>The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:</p> <p>Module 1 (see Section 3.3 of Schedule 1 for the optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum)</p>
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Table 3: Appendix Information

Annex 1A: List of Parties:	See Section A of Annex I of Exhibit 1
Annex 1B: Description of Transfer:	See Section B of Annex I of Exhibit 1
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	See Annex II of Exhibit 1

Annex III: List of Sub processors (Modules 2 and 3 only):	Not applicable
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Table 4: Ending this Addendum when the Approved Addendum Changes

<p>Which Parties may end this Addendum as set out in Section 19 of Part 2:</p> <p><input checked="" type="checkbox"/> Importer</p> <p><input checked="" type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
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Part 2: Mandatory Clauses

Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.