

Schedule 2
DPA Schedule for United States

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

“business” has the meaning given in Cal. Civ. Code § 1798.140(d).

“CCPA” means California Consumer Privacy Act, Title 1.81.5 California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100–1798.199), and its implementing regulations, as amended by the CPRA, as may be further amended from time to time.

“controller” has the meaning given in Colo. Rev. Stat. § 6-1-1303(7) and Va. Code § 59.1-575.

“CPA” means the Colorado Privacy Act (Colo. Rev. Stat. §§ 6-1-1301 *et seq.*), as may be amended from time to time.

“CPRA” means the California Privacy Rights Act of 2020 (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§ 1798.100 *et seq.*), and its implementing regulations.

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

“Processing” or “Process” has the meaning given in Cal. Civ. Code § 1798.140(y), Colo. Rev. Stat. § 6-1-1303(18), and Va. Code § 59.1-575.

“processor” has the meaning given in Colo. Rev. Stat. § 6-1-1303(19) and Va. Code § 59.1-575.

“sale,” “sell,” or “sold” has the meaning given in Cal. Civ. Code § 1798.140(ad), Colo. Rev. Stat. § 6-1-1303(23), and is the same as “sale of personal data” as defined in Va. Code § 59.1-575.

“share,” “shared,” or “sharing” has the meaning given in Cal. Civ. Code § 1798.140(ah).

“third party” has the meaning given in Cal. Civ. Code § 1798.140(ai), Colo. Rev. Stat. § 6-1-1303(26), and Va. Code § 59.1-575.

“U.S. Privacy Laws” means the CCPA, CPA, and the VCDPA.

“VCDPA” means the Virginia Consumer Data Protection Act (Va. Code §§ 59.1-575 to 59.1-584), as may be amended from time to time.

2. Scope. This Schedule is incorporated by reference into the DPA and is applicable only when Data Provider Data and Sightings Data includes Personal Data.

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

3.1. Role of the Parties

(a) Under CCPA, Data Provider is a “business” that shares Data Provider Data and Sightings Data with Lotame, and Lotame is a “third party” that receives Data Provider Data and Sightings Data from Data Provider for Processing.

(b) Under the CPA and the VCDPA, Data Provider is a “controller” that shares Data Provider Data and Sightings Data with Lotame, and Lotame is a “third party” that receives Data Provider Data and Sightings Data from Data Provider for Processing.

3.2. U.S. Privacy Laws Contractual Requirements and Obligations.

(a) Lotame will Process Data Provider Data and Sightings Data only for the limited and specified purposes and uses set forth in the Agreement and only in accordance with the Agreement, the DPA, and this Schedule.

(b) The types of Personal Data subject to Processing are provided in the definitions for Data Provider Data and Sightings Data in the Agreement.

(c) The duration of Processing for Data Provider Data and Sightings Data is:

Data Provider Data	13 months
Sighting Data	40 weeks

(d) The rights and obligations of Data Provider and Lotame are set forth in the Agreement, the DPA and this Schedule.

(e) Lotame will maintain security and confidentiality of Data Provider Data for Data Provider Data in the Lotame Platform in accordance with the Technical and Organizational Measures to Ensure the Security of Data Provider Data located at <https://www.lotame.com/privacy/toms/>.

(f) Upon request of Data Provider or upon termination of the Agreement, Lotame will render the Data Provider Data useless and the Data Provider Data will be deleted in accordance with the durations set forth in subsection (c) of this Section, unless a longer retention period is required by law.

(g) Lotame undergoes an annual independent audit of its technical and organizational measures as set forth in Section 3.5(b) of the DPA.

3.3. Additional CCPA Contractual Requirements and Obligations.

(a) Lotame acknowledges that Data Provider is selling Data Provider Data and Sightings Data to Lotame.

(b) Lotame shall use Data Provider Data and Sightings Data only for the limited and specified purposes set forth in the Agreement.

(c) Lotame will Process Data Provider Data and Sightings Data in accordance with the CCPA's provisions applicable to its role as stated in Section 3.1(a) of this Schedule and in compliance with the Agreement, the DPA, and this Schedule.

(d) Lotame will Process Data Provider Data and Sightings Data with the level of privacy protection as a business is required to provide by the Act.

(e) Data Provider may request records or other documentation from Lotame regarding its compliance with the Agreement, the DPA, this Schedule, and the CCPA.

(f) Lotame will notify Data Provider if it makes a determination that it can no longer meet its obligations under the Agreement, the DPA, this Schedule, and the CCPA.

(g) If Data Provider notifies Lotame of any Processing of Data Provider Data and Sightings Data that Data Provider in good faith believe is not in compliance with the Agreement, the DPA, this Schedule, or the CCPA, Data Provider may take reasonable and appropriate steps to stop and remediate the non-compliant Processing of Data Provider Data and Sightings Data.

4. Impact Assessments. Upon a Party's request: (1) the other Party shall provide the requesting Party with reasonable cooperation and assistance needed for the requesting Party to fulfil its obligations under the Act to complete any required impact assessments related to the Processing of Data Provider Data and Sightings Data, 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 (2) the other Party shall provide reasonable assistance to the requesting Party for any consultation or investigation by the state regulatory agencies or the Federal Trade Commission.