Data Processing Agreement
(for Lotame Incoming Data License Agreement)

This Data Processing Agreement (including its Schedules and Appendices, this "**DPA**") is entered into between Lotame Solutions, Inc. ("**Lotame**") and the entity identified as the Data Provider in the Incoming Data License Agreement (the "**Agreement**") and forms a part of and is incorporated by reference into the Agreement. This DPA memorializes the parties' agreement regarding the Processing of Personal Data (defined in the Agreement) under Applicable Data Protection and Privacy Laws.

The parties agree to comply with the following provisions with respect to the Processing of Personal Data, each acting reasonably and in good faith.

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

    "~~DPA Schedules~~Agreement" means the ~~schedule(s) attached this this DPA~~Lotame Incoming Data License Agreement between Lotame and ~~any other schedule of~~Data Provider.

    "**Applicable Data Protection and Privacy Law**" means a Data Protection and Privacy Law that is applicable to the Processing of Data Provider Data ~~and~~, Sightings Data, ~~which~~ and Lotame Data.

    "**DPA Schedules**" means the schedules ~~are~~for any Applicable Data Protection and Privacy Laws available at https://www.lotame.com/privacy/dpas/dpa-idla~~/~~/, which include additional requirements applicable to the Processing of Data Provider Data, Sightings Data, and Lotame Data by the parties under Applicable Data Protection and Privacy Laws.

    "**Lotame ~~ID~~Data**" means (1) a cookie ID assigned by Lotame to a User's browser or (2) Lotame's pseudonymous proprietary universal identifier (branded as the Lotame Panorama ID) that is linked to a profile of other pseudonymous IDs (predicted to be the same User) in the Lotame Panorama Graph.

    "**Security Incident**" means a breach of Lotame's security leading to the unauthorized disclosure of, or access to, Data Provider Data.

    "**User Rights Request**" means a request from a User to exercise rights provided to them under ~~any~~an Applicable Data Protection and Privacy ~~Laws~~Law.

2. **Contractual Relationship.**

    2.1 Contractual Relationship between Data Provider and Lotame. Upon the signing of this DPA by both parties this DPA will become legally binding between Data Provider and Lotame as of the effective date of the Agreement. Except as expressly stated in this DPA, this DPA does not modify or replace any obligations contained in the Agreement.

    2.2 Contractual Relationship with Third Party Sources. If Data Provider Data or Sightings Data includes any User Data from Third Party Sources:

    (a)   This DPA is not a binding agreement between Lotame and any Third Party Sources. When required by ~~applicable~~an Applicable Data Protection and Privacy ~~Laws~~Law, Data Provider must have its own data processing agreement or other agreement with its Third Party Sources to address the Processing by Lotame of Data Provider Data and Sightings Data from the Third Party Sources. Data Provider is responsible for coordinating all communication from Third Party Sources addressed to Lotame in relation to this DPA.

    (b)   Except where ~~the applicable~~an Applicable Data Protection and Privacy Law requires that Third Party Sources be permitted to exercise a right or seek any remedy under this DPA against Lotame directly, (i) solely Data Provider may exercise any such right or seek any such remedy against Lotame on behalf of the Third Party Source, and (ii) Data Provider shall exercise any such rights under this DPA in a combined manner for itself and all of its Third Party Sources together and not individually.

    (c)   Data Provider shall, when carrying out an audit permitted under an ~~applicable~~Applicable Data Protection and Privacy Law or the Agreement, take all reasonable measures to limit any impact on Lotame and its sub-processors by combining, to the extent reasonably possible, such audits into one single audit on behalf of itself and all of its Third Party Sources.

3. **Incorporation of DPA Schedules.** A DPA Schedule for an Applicable Data Protection and Privacy Law will be incorporated by reference into this DPA *only when* Data Provider Data, Sightings Data, or Lotame Data is or includes Personal Data subject to that Applicable Data Protection and Privacy Law. DPA Schedules are not incorporated into this DPA and are not applicable if Data Provider Data, Sightings Data, or Lotame Data is not or does not include Personal Data subject to an Applicable Data Protection and Privacy Law.

> **Commented [RAG1]:** Clarified when DPA Schedules are/are not applicable and incorporated into the DPA.

3.4. Processing of Data Provider Data and Sightings Data.

3.14.1Generally. Data Provider, with respect to its Processing related to the collection and provision of Data Provider Data and Sightings Data to Lotame, and Lotame, with respect to its Processing of Data Provider Data and Sightings Data received under the Agreement, shall comply with ~~this DPA and~~ all Applicable Data Protection and Privacy Laws~~,~~ this DPA, and ~~their related~~the DPA Schedules ~~applicable to~~for the Applicable Data ~~Provider Data~~Protection and ~~Sightings Data.~~ Privacy Laws.

3.24.2Notices, Consents, and Opt-outs. Without limiting the generality of the obligations under Section 3~~4~~.1, as between the parties, Data Provider has the sole responsibility for compliance with Applicable Data Protection and Privacy Laws with respect to the collection of Customer Data and Sightings Data and the provision of Data Provider Data and Sightings Data to Lotame. When required under ~~any~~Applicable Data Protection and Privacy Laws~~, throughout the Term~~, Data Provider shall ensure it and each Third Party Source: (a) discloses to Users the Processing of Data Provider Data and Sightings Data from the Property by Lotame for the purposes contemplated by the Agreement and, if Lotame Code is used, the usage of third-party technology to collect Data Provider Data and Sightings Data from the Property and (b) obtain Users' consent to the Processing of their Personal Data by Lotame for the purposes contemplated by the Agreement. ~~Customer shall use Lotame's Consent API to notify Lotame that consent was obtained or an opt-out was received, or, when available, implement a standard industry accepted privacy choice signaling protocol (for example, the IAB's Global Privacy Platform or the IAB Europe's Transparency & Consent Framework) so that Lotame can verify that consent as the legal basis for processing was obtained or can process an opt-out.~~ Where Data Provider obtains Data Provider Data and Sightings Data from a Third Party Source, Data Provider may discharge the obligations in this section through a data processing or other agreement with the Third Party Source containing substantially similar requirements as set forth in this section.

> **Commented [RAG2]:** Moved to GDPR Schedule. TCF is applicable only to GDPR Countries.

3.34.3Transfers of Data Provider Data and Sightings Data. Data Provider acknowledges that Lotame's primary Processing activities take place in the United States. ~~The~~When an Applicable Data Protection and Privacy Law has requirements related to the cross-border transfers of Personal Data, the parties will comply with the Applicable Data Protection and Privacy Law and the provisions in ~~any~~the applicable DPA Schedule related to the transfer of Data Provider Data and Sightings Data to the United States~~ under any Data Protection and Privacy Laws~~.

3.44.4Responding to User Rights Requests. This section describes how Lotame handles User Rights Requests in general. If ~~any applicable~~an Applicable Data Protection and Privacy ~~Laws specify~~Law specifies additional or different requirements than what is described in this section, the applicable DPA Schedule will supersede any conflicting obligations in this section related to the handling of User Rights Requests.

(a) *User Rights Requests Received by Lotame from Company*. For any User Rights Requests that Data Provider directly receives and forwards to Lotame, Lotame will provide reasonable assistance to Data Provider in fulfilling Data Provider's obligations under ~~applicable~~Applicable Data Protection and Privacy ~~Laws~~Law to respond to the User Rights Request. To the extent legally permitted, Data Provider shall be responsible for any costs arising from Lotame's provision of such assistance. Lotame may make an API or other mechanism available to Data Provider for the submission of User Rights Requests.

(b) *User Rights Requests Received by Lotame Directly from a User.* Lotame has created a tool and uses third party services to enable a User to exercise their rights under any Data Protection and Privacy Laws, which can be accessed at https://www.lotame.com/privacy/privacy-manager/ ("**Privacy Tools**"). If Lotame receives a User Rights Request through a Privacy Tool and the User Rights Request specifically references Data Provider, then Lotame will promptly forward the User Rights Request to Data Provider and assist Data Provider as set forth in Section 3~~4~~.4(a).

3.54.5Security.

(a) Lotame shall (and shall require its sub-processors) to employ appropriate physical, technical and organizational measures to protect against a Security Incident in accordance with industry standards, the requirements in ~~any~~an Applicable Data Protection and Privacy ~~Laws~~Law applicable to Lotame and the Processing of Personal Data, and any applicable DPA Schedule.

(b) Lotame's Information Security Management System is ISO/IEC 27001:2013 certified. Lotame uses external auditors to verify the adequacy of its security measures and controls, including the security of its sub-processors. This audit: (a) will be performed annually; (b) will be performed according to ISO/IEC 27001:2013standards or such other alternative standards that are substantially equivalent to ISO/IEC 27001:2013; (c) will be performed by independent third-party security professionals; and (d) will result in the generation of an audit report ("**Report**"), which will be Lotame's Confidential Information. At Data Provider's written request, and provided that the parties have an applicable non-disclosure or confidentiality agreement in place, Lotame will provide Data Provider with a copy of the Report so that Data Provider can reasonably verify Lotame's compliance with its obligations under this DPA.

3.64.6Security Incident Notification. If Lotame has determined that a Security Incident has occurred, Lotame will (1) notify Data Provider of the Security Incident without undue delay but no later than the timeframes set forth in ~~any applicable~~an Applicable Data

Protection and Privacy Laws, and (2) promptly take appropriate measures to address the Security Incident, including measures to mitigate any adverse effects resulting from the Security Incident in accordance with its established procedures. Lotame's obligation to report a Security Incident under this section is not and will not be construed as an acknowledgement by Lotame of any fault or liability with respect to the Security Incident. Lotame will cooperate with and provide reasonable assistance to Data Provider by including in the notification such information about the Security Incident as Lotame is able to disclose to enable Data Provider to notify Supervisory Authorities or Users (as applicable) of the Security Incident as may be required under ~~applicable~~an Applicable Data Protection and Privacy ~~Laws~~Law, taking into account the information available to Lotame, and any restrictions on disclosing the information related to the Security Incident. Notification of Security Incidents will be delivered to the Data Protection/Privacy Contact identified in the Agreement via email. It is each party's sole responsibility to ensure it maintains accurate contact information at all times.

~~4.~~5.   Processing of Lotame ~~IDs~~Data by Data Provider.

~~4.1~~5.1 Generally. Lotame, with respect to its Processing related to the provision of Lotame ~~IDs~~Data to Data Provider, and Data Provider, with respect to its Processing of Lotame ~~IDs~~Data received under the Agreement, shall comply with ~~this DPA and~~ all Applicable Data Protection and Privacy Laws, this DPA, and ~~their related~~the DPA Schedules ~~applicable to Lotame IDs~~for the Applicable Data Protection and Privacy Laws.

~~4.2~~5.2 User Rights Requests. Data Provider shall notify Lotame of any User Rights Requests related to Lotame ~~IDs~~Data. Lotame will provide reasonable assistance to Data Provider in fulfilling Data Provider's obligations under ~~applicable~~Applicable Data Protection and Privacy Laws to respond to the User Rights Request. Lotame may make an API or other mechanism available to Data Provider for the submission of User Rights Requests.

~~5.~~6.   Training; Confidentiality. Lotame shall ensure that its personnel engaged in the Processing of Data Provider Data have received appropriate training regarding the access, use and treatment of Personal Data under Data Protection and Privacy Laws and have executed written confidentiality agreements governing the access, use and treatment of Data Provider Data.

~~6.~~7.   Data Protection/Privacy Point of Contact. Lotame's employee responsible for handling any inquiries related to this DPA or Applicable Data Protection and Privacy Laws may be reached at ~~privacy@lotame.com.~~privacy@lotame.com. Data Provider's data protection officer/privacy point of contact is stated in the Agreement.

~~7.~~8.   Termination of this DPA. This DPA will continue in force until the later of (i) the termination of all Agreements into which it is incorporated, (ii) Lotame is no longer Processing Data Provider Data and Sightings Data, and (iii) Data Provider is no longer Processing Lotame ~~IDs~~Data. Upon termination, Lotame will delete, deidentify, or render useless Data Provider Data ~~in accordance with the Agreement~~and Data Provider will delete Lotame Data.

~~8.~~9.   Previous DPAs; Conflict. This DPA cancels any previous data processing agreements or addendums that may have been attached to or entered into under the Agreement by the parties. Except as supplemented by this DPA, the Agreement ~~will remain in full force and effect.~~is not modified. If there is a conflict between the Agreement, this DPA and a DPA Schedule, this DPA will control over the Agreement, and an applicable DPA Schedule will control over this DPA and the Agreement.