

DPA Schedule for U.S. Privacy Laws

Commented [RAG1]: Added language for new U.S. privacy laws.

The parties hereby agree to comply with this DPA Schedule for U.S. Privacy Laws (including its exhibits and annexes, “this “Schedule”) when Customer Data, Sightings Data, or Lotame Data includes Personal Data subject to any U.S. Privacy Laws.

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 the California Privacy ~~Act~~Law.

“California Privacy ~~Act~~Law” means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (Cal. Civ. Code §§1798.100 *et seq.*), and its implementing regulations, as both may be amended from time to time.

“controller” has the meaning given in the Colorado Privacy ~~Act~~Law, the Connecticut Privacy Law, the Florida Privacy Law, the Montana Privacy Law, the Texas Privacy Law, the Utah Privacy ~~Act~~Law, and the Virginia Privacy ~~Act~~Law.

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

“Connecticut Privacy Law” means the Connecticut Personal Data Privacy and Online Monitoring Act (Conn. Gen. Stat. §§ 42-743j *et seq.*), as may be amended from time to time.

“DPA” means the Data Processing Agreement ~~currently posted at <https://www.lotame.com/privacy/dpas/dpa-edla/>~~to which this Schedule is attached.

“Florida Privacy Law” means the Florida Digital Bill of Rights (Fla. Stat. §§ 501.701 *et seq.*), as may be amended from time to time.

“Montana Privacy Law” means the Montana Consumer Data Protection Act (Mont. Code Ann. §§ 30-15-2801 *et seq.*), as may be amended from time to time.

“Nevada Privacy ~~Act~~Law” means the Nevada Internet Privacy Act (N.R.S. 603A.300 *et seq.*), as may be amended from time to time.

“Oregon Privacy Law” means the Oregon Consumer Privacy Act (ORS 646A.570-646A.589), as may be amended from time to time.

“Processing” or “Process” has the meaning given in U.S. Privacy Laws.

“processor” has the meaning given in the Colorado Privacy ~~Act~~Law, the Connecticut Privacy Law, the Florida Privacy Law, the Montana Privacy Law, the Texas Privacy Law, the Utah Privacy ~~Act~~Law, and the Virginia Privacy ~~Act~~Law.

“sale,” “sell,” or “sold” has the meaning given in the California Privacy ~~Act~~Law, the Colorado Privacy ~~Act~~Law, the Utah Privacy ~~Act~~Law, and is the same as “sale of personal data” as defined in the ~~Virginia~~Florida Privacy ~~Act~~Law, the Connecticut Privacy Law, the Montana Privacy Law, the Texas Privacy Law, and the Virginia Privacy Law.

“share,” “shared,” or “sharing” has the meaning given in the California Privacy ~~Act~~Law.

“Texas Privacy Law” means Texas Data Privacy and Security Act (Tex. Bus. & Com. §541.001 *et seq.*), as may be amended from time to time.

“third party” has the meaning given in the California Privacy ~~Act~~Law, the Colorado Privacy ~~Act~~Law, the Connecticut Privacy Law, the Florida Privacy Law, the Texas Privacy Law, the Utah Privacy ~~Act~~Law, and the Virginia Privacy ~~Act~~Law.

“U.S. Privacy Laws” means the California Privacy ~~Act~~Law, the Colorado Privacy ~~Act~~Law, the Connecticut Privacy Law, the Florida Privacy Law, the Montana Privacy Law, the Nevada Privacy ~~Act~~Law, the Oregon Privacy Law, the Texas Privacy Law, the Utah Privacy ~~Act~~Law, and the Virginia Privacy ~~Act~~Law.

“Utah Privacy ~~Act~~Law” means the Utah Consumer Privacy Act (Utah Code § 13-61 *et seq.*), as may be amended from time to time.

“Virginia Privacy ~~Act~~Law” 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* Customer Data, Sightings Data, or Lotame Data is or includes Personal Data subject to any U.S. Privacy Laws.

3. Processing of Customer Data ~~and Sightings Data by Lotame~~by Lotame. This Section applies when Lotame is processing Customer Data for Customer’s or its clients’ own benefit.

Commented [RAG2]: Moved Sightings Data to separate section because roles are different.

3.1. Role of the Parties.

- (a) Under the California Privacy ~~Act~~Law, Customer is a “business” that shares Customer Data ~~and Sightings Data~~ with Lotame, and Lotame is a “third party” that receives Customer Data ~~and Sightings Data~~ from Customer for Processing.
- (b) Under the Colorado Privacy ~~Act~~Law, the ~~Connecticut Privacy Law, the Florida Privacy Law, the Montana Privacy Law, the Oregon Privacy Law, the Texas Privacy Law, the Utah Privacy Law, and the~~ Virginia Privacy ~~Act~~Law, Customer is a “controller” that shares Customer Data ~~and Sightings Data~~ with Lotame, and Lotame is a “~~third party~~processor” that receives Customer Data ~~and Sightings Data~~ from Customer for Processing.

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

- (a) Lotame will Process Customer 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 Customer Data ~~and Sightings Data~~ in the Agreement.
- (c) The duration of Processing for Customer Data ~~and Sightings Data~~ is: set by Customer – default is 9 months, which can be set to 13 months maximum, 45 days minimum.

Customer Data	Set by Customer – default is 9 months, can be set by to 13 months maximum, 45 days minimum
Sightings Data	12 weeks

- (d) The rights and obligations of Customer and Lotame are set forth in the Agreement, the DPA and this Schedule.
- (e) Lotame will maintain security and confidentiality of Customer Data for Customer Data in the Lotame Platform in accordance with the ~~Technical and Organizational Measures to Ensure the Security of Customer Data located at https://www.lotame.com/privacy/toms/~~Security Measures attached as Schedule 1 of the DPA.
- (f) Upon request of Customer or upon termination of the Agreement, Lotame will delete, deidentify, or render useless Customer Data useless and the Customer Data will be deleted in accordance with the durations set forth in subsection ~~(e)(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 4.5(b) of the DPA.

3.3. Additional California Privacy ~~Act~~Law Contractual Requirements and Obligations.

- (a) Lotame acknowledges that Customer is sharing Customer Data ~~and Sightings Data~~ with Lotame. For clarity, Lotame does not itself provide cross-context behavioral advertising or targeted advertising services; however, because Lotame exports Audiences consisting of Customer Data, Lotame is a third-party that shares Audiences for cross-context behavioral advertising that will be performed by a third-party platform chosen by Customer.
- (b) Lotame shall use Customer ~~Data and Sightings~~ Data only for the limited and specified purposes set forth in the Agreement.
- (c) Lotame will Process Customer Data ~~and Sightings Data~~ in accordance with the California Privacy ~~Act's~~Law's provisions applicable to its role as stated in Section ~~3.1(a)3.1(a)~~ of this Schedule and in compliance with the Agreement, the DPA, and this Schedule.
- (d) Lotame will Process Customer Data ~~and Sightings Data~~ with the level of privacy protection as a business is required to provide by the Act.
- (e) Customer may request records or other documentation from Lotame regarding its compliance with the Agreement, the DPA, this Schedule, and the California Privacy ~~Act~~Law.
- (f) Lotame will notify Customer if it makes a determination that it can no longer meet its obligations under the Agreement, the DPA, this Schedule, and the California Privacy ~~Act~~Law.
- (g) If Customer notifies Lotame of any Processing of Customer ~~Data and Sightings~~ Data that Customer in good faith believe is not in compliance with the Agreement, the DPA, this Schedule, or the California Privacy ~~Act~~Law, Customer may take reasonable and appropriate steps to stop and remediate the non-compliant Processing of Customer Data ~~and Sightings Data~~.

Commented [RAG3]: Added to clarify Lotame’s role due to ambiguous definitions in the law.

4. Processing of Sightings Data by Lotame.

4.1. Role of the Parties.

(a) Under the California Privacy Law, Customer is a “business” that shares Sightings Data with Lotame, and Lotame is a “third party” that receives Sightings Data from Customer for Processing.

(b) Under the Colorado Privacy Law, the Connecticut Privacy Law, the Florida Privacy Law, the Montana Privacy Law, the Oregon Privacy Law, the Texas Privacy Law, the Utah Privacy Law, and the Virginia Privacy Law, Customer is a “controller” that shares Sightings Data with Lotame, and Lotame is a “third party” that receives Sightings Data from Customer for Processing.

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

(a) Lotame will Process 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 Sightings Data in the Agreement.

(c) The duration of Processing for Sightings Data is 12 weeks.

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

(e) Lotame will maintain security and confidentiality of Sightings Data in the Lotame Platform in accordance with the Security Measures attached as Schedule 1 of the DPA.

(f) Upon termination of the Agreement, Lotame will delete Sightings Data 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 4.5(b) of the DPA.

4.3. Additional California Privacy Law Contractual Requirements and Obligations.

(a) Lotame acknowledges that Customer is sharing Sightings Data with Lotame.

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

(c) Lotame will Process Sightings Data in accordance with the California Privacy Law’s provisions applicable to its role as stated in Section 4.1(a) of this Schedule and in compliance with the Agreement, the DPA, and this Schedule.

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

(e) Customer may request records or other documentation from Lotame regarding its compliance with the Agreement, the DPA, this Schedule, and the California Privacy Law.

(f) Lotame will notify Customer if it makes a determination that it can no longer meet its obligations under the Agreement, the DPA, this Schedule, and the California Privacy Law.

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

4.5. Processing of Lotame Data by Customer.

4.1.5.1. Role of the Parties

(a) Under the California Privacy Law, Lotame is a “business” that shares Lotame Data with Customer, and Customer is a “third party” that receives Lotame Data from Lotame for Processing.

(b) Under the Colorado Privacy ~~Act~~ Law, the Connecticut Privacy Law, the Florida Privacy Law, the Montana Privacy Law, the Oregon Privacy Law, the Texas Privacy Law, the Utah Privacy ~~Act~~ Law, and the Virginia Privacy ~~Act~~, Lotame is a “controller” that shares Lotame Data with Customer, and Customer is a “third party” that receives Lotame Data from Lotame for Processing.

(c) Under the Nevada Privacy Law, Lotame is a “data broker” that sells Lotame Data to Customer.

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

(a) Customer will Process Lotame 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 is given in the definition for Lotame Data in the Agreement.
- (c) The rights and obligations of Customer and Lotame are set forth in the Agreement, the DPA and this Schedule.
- (d) Customer will maintain security and confidentiality of Lotame Data in accordance with industry standard technical and organizational measures.
- (e) Upon request of Lotame, Customer will delete the Lotame Data unless a longer retention period is required by law, in which case Customer may continue to Process ~~the~~ Lotame Data ~~requested to be deleted~~ no longer than the applicable law requires.
- (f) Customer will delete the Lotame Data no later than 6 months after the termination or expiration of the Agreement unless a longer retention period is required by law, in which case Customer may continue to Process Lotame Data no longer than the applicable law requires.
- (g) Customer shall undertake an annual independent audit of its technical and organizational measures using an appropriate and accepted control standard or framework and audit procedure for such audits.

4.3.5.3. Additional California Privacy ~~Act~~ Law Contractual Requirements and Obligations.

- (a) Customer acknowledges that Lotame is sharing Lotame Data with Customer.
- (b) Customer shall use Lotame Data only for the limited and specified purposes set forth in the Agreement.
- (c) Customer will Process Lotame Data in accordance with the California Privacy ~~Act's~~ Law's provisions applicable to its role as stated in Section ~~4.4.5.1(a)~~ of this Schedule and in compliance with the Agreement, the DPA, and this Schedule.
- (d) Customer will Process Lotame Data with the level of privacy protection as a business is required to provide by the California Privacy ~~Act~~ Law.
- (e) Lotame may request records or other documentation from Customer regarding its compliance with the Agreement, the DPA, this Schedule, and the California Privacy ~~Act~~ Law.
- (f) Customer will notify Lotame if it makes a determination that it can no longer meet its obligations under the Agreement, the DPA, this Schedule, or the California Privacy ~~Act~~ Law.
- (g) If Lotame notifies Customer of any Processing of Lotame Data that Lotame in good faith believe is not in compliance with the Agreement, the DPA, this Schedule, or the California Privacy ~~Act~~ Law, Lotame may take reasonable and appropriate steps to stop and remediate the non-compliant Processing of Lotame Data.

~~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 any U.S. Privacy Law to complete any required impact assessments related to the Processing of Customer Data, Sightings Data, or Lotame 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.~~

Commented [RAG4]: Moved to main DPA.

Exhibit 1

Subject Matter and Details of the Data Processing

Subject Matter: Lotame's provision of the Services and any related technical support to Customer.

Duration of the Processing: See DPA Schedule.

Nature and Purpose of the Processing: Lotame will process (including, as applicable to the Services and the Instructions collecting, recording, organizing, structuring, storing, altering, retrieving, using, disclosing, combining, erasing and destroying) Customer Data for the purpose of providing the Services and any related technical support to Customer in accordance with this State Privacy Laws Addendum, or as otherwise permitted by processors under Applicable State Privacy Laws..

Types of Personal Data: Customer Data may include the types of personal data described under the applicable U.S. Privacy Laws.

Categories of Data Subjects: Customer Data will concern data subjects whose personal data is transferred to Lotame in connection with the Services by, at the direction of, or on behalf of Customer.

Depending on the nature of the Services, these data subjects may include individuals: (a) to whom online advertising has been, or will be, directed; (b) who have visited specific websites or applications in respect of which Lotame provides the Services; and/or (c) who are customers or users of Customer's products or services.