

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

The parties hereby agree to comply with this DPA Schedule for the European Union, European Economic Area, Switzerland, and United Kingdom of Great Britain and Northern Ireland (including its exhibits and annexes, “this Schedule”) when CustomerCompany Data or Lotame Data is or includes Personal Data subject to the GDPR.

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 currently posted at <https://www.lotame.com/privacy/dpas/dpa-odla/>.

“GDPR Countries” means the countries in the European Union and the European Economic Area that have implemented the EU GDPR, the United Kingdom of Great Britain and Northern Ireland, and Switzerland.

“DPF” means collectively the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

“DPF Principles” means collectively the EU-U.S. Data Privacy Framework Principles (available at <https://www.dataprivacyframework.gov/s/framework-text>) and the Swiss-U.S. Data Privacy Framework Principles (available at <https://www.dataprivacyframework.gov/s/framework-text?tabset-c1491=3>).

“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.

“EU-U.S. DPF” means collectively the EU-US Data Privacy Framework (available at <https://www.dataprivacyframework.gov/s/framework-text>) and the *Commission Implementing Decision of 10 July 2023 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data under the EU-US Data Privacy Framework*.

“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”), and Switzerland’s Federal Act of 25 September 2020 on Data Protection (“FADP”).

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

“Swiss-U.S. DPF” means collectively the EU-U.S. Data Privacy Framework (available at <https://www.dataprivacyframework.gov/s/framework-text>)[‡] <https://www.dataprivacyframework.gov/s/framework-text>) and [Annex 1 of the Ordinance of 31 August 2022 on Data Protection \(Data Protection Ordinance, DPO\)](#).

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

“UK Extension to the EU-U.S. DPF” means collectively the EU-U.S. Data Privacy Framework (available at <https://www.dataprivacyframework.gov/s/framework-text>) and the *Data Protection (Adequacy) (United States of America) Regulations 2023* (SI 2023/1028).

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

3. Processing of CustomerCompany Data by Lotame as a Processor. This Section applies when Lotame is processing CustomerCompany Data for Customer’sCompany’s or its clients’ own benefit.

3.1. Roles of the Parties. CustomerCompany is a controller or processor that transfers CustomerCompany Data to Lotame, and Lotame is a processor that receives CustomerCompany Data for Processing. Each party will comply with their respective obligations in and will Process CustomerCompany Data in accordance with this Section 3, Section 4 of the DPA, and the provisions of the GDPR applicable to their role as specified in the previous sentence. If CustomerCompany is a processor:

[‡]As of April 19, 2024, Switzerland has not yet recognized adequacy for the Swiss-U.S. DPF and therefore, personal data cannot be received from Switzerland in reliance on the Swiss-U.S. DPF until the date of entry into force of Switzerland’s recognition of adequacy for the Swiss-U.S. DPF.

(a) CustomerCompany warrants on an ongoing basis that the Third Party Source or relevant controller has authorized: (1) Customer'sCompany's appointment of Lotame as another processor, (2) Lotame's engagement of subcontractors as described in Section 4.9(a) of the DPA; and (3) any Documented Instructions or other instructions to Lotame; and

(b) CustomerCompany will promptly forward to the Third Party Source or relevant controller any notice provided by Lotame under Sections 4.6 or 4.9(b).

3.2. Incorporation of EU SCCs. With respect to the matters referred to in Articles 28(3) and 28(4) of the EU GDPR and the UK GDPR and Article 9 of the FADP, as regards to the transfer of personal data from a controller to a processor or from a processor to a processor, each party will comply with their respective obligations in Module 2 (for controller-to-processor relationships) or in Module 3 (for processor-to-processor relationships) of the EU SCCs applicable to their role (as specified in Section 3.2(a)), with certain clauses of Module 2 and Module 3 of the EU SCCs completed or clarified as follows:

(a) CustomerCompany is the "data exporter" and Lotame is the "data importer."

(b) The optional Clause 7 is included.

(c) With respect to the references to documented instructions in Clauses 8.1 and 8.2, CustomerCompany acknowledges that Lotame's platform is operated as a multi-tenant software-as-a-service where all personal data is processed in the same manner. As such, documented instructions, as referenced in Clauses 8.1 and 8.2, are handled in accordance with Section 4.8 of the DPA and that CustomerCompany is solely responsible for ensuring that those settings and its use of the Services complies with the GDPR and Module 2 of the EU SCCs.

(d) With respect to Clause 8.8, for any onward transfers of CustomerCompany Data to a Third Party Platform initiated by CustomerCompany through use of the Services, CustomerCompany acknowledges that such onward transfer is being facilitated by Lotame on Customer'sCompany's behalf and that CustomerCompany is responsible for ensuring that it or its Third Party Sources has the appropriate contractual arrangements with the Third Party Platform as required by Clause 8.8.

(e) With respect to Clause 9(a), Option 2 is selected with the specified time period set at 60 days.

(f) With respect to Clause 10(a), if a User Data Request does not identify CustomerCompany or Lotame is unable, given the information in the User Data Request, to relate the User Data Request to CustomerCompany or any of its Third Party Sources, Lotame will be unable to notify CustomerCompany of the User Data Request; however, Lotame will respond to the User Data Request in accordance with Section 4.4 of the DPA.

(g) With respect to Clause 11(a), the optional text is included.

(h) With respect to Clause 17, with Option 2 selected, (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.

(i) With respect to Clause 18(b), the Member State is the Republic of Ireland.

(j) Annexes I, II, and III of Module 2 and Module 3 are deemed completed with the information set out in Annexes I, II, and III of Exhibit 1 to this Schedule.

(k) Where the Swiss Federal Act on Data Protection (FADP) applies to Processing of Personal Data, (1) references to the GDPR in the EU SCCs 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 and (2) 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.

3.3. Transfers of CustomerCompany Data to the United States. With respect to transfers of personal data to third countries or international organisations, CustomerCompany acknowledges that using the Services will require the transfer of CustomerCompany Data to the United States and that pursuant to Article 45(1) of the EU GDPR and the UK GDPR, the United States has been determined to provide an adequate level of protection under the DPF. Lotame complies with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF as set forth by the U.S. Department of Commerce. Lotame has certified to the U.S. Department of Commerce that it adheres to the DPF Principles with regard to the processing of Personal Data received from a GDPR Country in reliance on the applicable DPF.

3.4. Onward Transfers of CustomerCompany Data by Lotame on Behalf of CustomerCompany. When Lotame transfers CustomerCompany Data to third-parties on behalf of and at the instruction of CustomerCompany, the CustomerCompany is responsible for ensuring the transfer to the third-party complies with the GDPR.

Consent Policy. CustomerCompany and its Third Party Sources shall comply with Lotame's Consent Policy for the European Union, DPA Schedule for EU, EEA, Switzerland, and UK (~~Outgoing Data License Agreement~~) (rev ~~10-Jul~~04-Nov-2024)

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. Processing of Lotame Data by CustomerCompany.

4.1. Roles of the Parties. Lotame is a “controller” that transfers Lotame Data to CustomerCompany, and CustomerCompany is a “controller” that receives (directly or indirectly) Lotame Data for Processing. Each party will comply with their respective obligations in and will Process Lotame Data in accordance with this Section 54, Section 5 of the DPA, and the provisions of the GDPR applicable to their role specified in the previous sentence.

4.2. Onward Transfers of Lotame Data by CustomerCompany. Lotame participates in and has certified its compliance with the DPF and in accordance with Lotame’s obligations under the DPF, CustomerCompany shall (i) only process the Lotame Data for limited and specified purposes consistent with the Agreement and (ii) provide the same level of protection for the Lotame Data as is required by the DPF Principles. CustomerCompany will notify Lotame and cease processing the Lotame Data (or take other reasonable and appropriate remedial steps) if the CustomerCompany determines that it cannot provide the same level of protection for the Lotame Data as is required by the DPF Principles.

5. IAB Europe’s Transparency & Consent Framework. Lotame participates in the IAB Europe’s Transparency & Consent Framework (TCF) as a vendor and complies with its Policies and Specifications. Lotame’s identification number within the TCF is 95. If CustomerCompany or any Third Party Source has implemented the TCF on any Properties, CustomerCompany and its Third Party Sources shall add Lotame as a vendor.

Exhibit 1

Annex I

1. LIST OF PARTIES

Data exporter(s):

Name: The data exporter is the entity identified as the “CustomerCompany” in the Agreement.

Address: Address of the entity identified as “CustomerCompany” in the Agreement.

Contact person’s name, position and contact details: Privacy contact identified in the Agreement, if not directly identified therein, CustomerCompany shall provide it to Lotame without undue delay.

Activities relevant to the data transferred under these Clauses: Processing of personal data for purposes and activities identified in the Agreement.

Signature and date: Signed and dated in the Agreement by the authorized person for CustomerCompany.

Module 2 Role (controller/processor): Controller

Module 3 Role (controller/processor): Processor

Data importer(s):

Name: The data importer is the entity identified as “Lotame” in the Agreement.

Address: Address of the entity identified as “Lotame” in the Agreement.

Contact person’s name, position and contact details: Data Protection/Privacy Contact identified in the Agreement, privacy@notice.com and address provided in the Agreement.

Activities relevant to the data transferred under these Clauses: Processing of personal data for purposes and activities identified in the Agreement.

Signature and date: Signed and dated in the ~~Agreement~~by Agreement by the authorized person for Lotame.

Role (controller/processor): Processor

2. DESCRIPTION OF TRANSFER

(a) Categories of data subjects whose personal data is transferred

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

(b) Categories of personal data transferred

The personal data transferred concern the following categories of data:

- Online identifiers (for example, cookie ID, mobile device advertising ID (e.g., Apple IDFA, Google AD ID));
- Hashed or raw email, if provided by the data exporter or its Third Party Sources;
- URLs, attributes, preferences, interests, and other characteristics of an individual or inferred about an individual (for example, individual’s non-precise location, intent data, socio-demographic data, purchase data, browsing data) (referred to as “behaviors”), as determined by the data exporter or its Third Party Sources; and
- Browser information (user agent/client hints).

(c) 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 (nor its Third Party Sources) will not send sensitive data to the data importer.

(d) 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.

(e) Nature of the processing

Same as purposes below.

(f) Purpose(s) of the data transfer and further processing

The transfer is made for the following purposes:

- As identified in the Agreement

(g) 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 – 12 weeks

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

Same as data importer.

3. 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, 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) are described in Schedule 1 of the DPA.

Annex III

LIST OF PROCESSORS

The processors currently engaged by Lotame are listed in Schedule 2 of the DPA.