

DPA Schedule for the Kingdom of Saudi Arabia

The parties hereby agree to comply with this DPA Schedule for the Kingdom of Saudi Arabia (including its exhibits and annexes, “this Schedule”) when Client Data, Sightings Data, Second-Party Data, or Lotame Data includes Personal Data subject to the Saudi Arabian Personal Data Protection Law (“PDPL”) and its Implementing Regulations.

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-dcua/>.

“Kingdom” means the Kingdom of Saudi Arabia.

“Government Data” means any Personal Data that is: (a) collected, held, or otherwise processed by or on behalf of a Public Entity as defined in Article 1 of the PDPL; or (b) subject to regulatory or contractual restrictions imposed by the laws of the Kingdom, the SDAIA, or any competent authority, including but not limited to data classified as confidential, restricted, or critical to national security, public order, or vital interests of the Kingdom.

“PDPL” means the Personal Data Protection Law, issued by Royal Decree No. (M/19) dated 9/2/1443 AH and amended by Royal Decree No. (M/148) dated 5/9/1444 AH, together with its Implementing Regulations.

“SDAIA” means the Saudi Data & Artificial Intelligence Authority.

“SCCs” means the Standard Contractual Clauses for the Transfer of Personal Data Outside the Kingdom, adopted by SDAIA in September 2024 under the Transfer Regulation, as may be amended from time to time.

“Transfer Regulation” means the Regulation on Transfers Outside of the Kingdom, issued by the Saudi Data & Artificial Intelligence Authority (SDAIA) on 1 September 2024, as amended from time to time.

2. Scope. This Schedule is incorporated by reference into the DPA and applies only when Client Data, Sightings Data, or Lotame Data includes “personal data” subject to the PDPL. For purposes of this Schedule, the PDPL applies when: (a) the Processing of personal data occurs within the Kingdom, regardless of the nationality or residence of the data subject; or (b) the Processing involves personal data of individuals located in the Kingdom by a party outside the Kingdom, in connection with offering goods or services to such individuals, or monitoring their behaviour. This Schedule applies to such Processing to the extent required by the PDPL and its Implementing Regulations.

3. Incorporation of SCCs. Where the transfer of personal data from the Kingdom to a destination outside the Kingdom requires the use of appropriate safeguards in accordance with the PDPL and the Transfer Regulation, the SCCs will apply. The version of the SCCs aligned with the applicable template type described in Annex 2 of the Transfer Regulation applies in full, without modification, and is incorporated by reference into this Agreement.

4. Government Data Restriction. Client shall not transfer, disclose, or make available any Government Data to Lotame or otherwise instruct Lotame to process Government Data in any manner under the Agreement. Lotame shall have no obligation to process, and reserves the right to reject, any data that reasonably appears to constitute Government Data. If Client becomes aware that any data provided or made available to Lotame under the Agreement qualifies or may qualify as Government Data, Client shall promptly notify Lotame without undue delay and shall cooperate with Lotame in ceasing any transfer of Government Data to Lotame.

5. Processing of Client Data by Lotame as a Processor. This Section applies when Lotame is processing Client Data for Client’s own benefit.

5.1. Roles of the Parties. Client is a controller or processor that transfers Client Data to Lotame, and Lotame is a processor that receives Client Data for Processing. Each party will comply with their respective obligations in and will Process Client Data in accordance with this Section **Error! Reference source not found.**, Section 5 of the DPA, and the provisions of the PDPL applicable to their role as specified in the previous sentence. Where the Lotame engages processors, Lotame shall ensure and remain responsible for such processors’ compliance with Lotame’s obligations set forth in the previous sentence, including through written agreements as required by Article 25 of the PDPL and Article 19 of the Implementing Regulation.

5.2. Transfers of Client Data to the United States. With respect to transfers of personal data to third countries or international organisations, Client acknowledges that using the Services will require the transfer of Client Data to the United States and that pursuant to the Transfer Regulation, each party will comply with their respective obligations in the Second Template (Controller to Processor) of

the SCCs applicable to their role (as specified in Section 5.2(a)), with certain clauses of the Second Template completed or clarified as follows:

(a) Client is the “the personal data exporter” and Lotame is the “the personal data importer.”

(b) With respect to the references to written instructions in Section 1, Client acknowledges that the Platform is operated as a multi-tenant software-as-a-service environment where all Personal Data is processed in a standardized manner. Lotame will process Client Data in accordance with the Platform’s standard functionality. Lotame has no obligation to monitor or validate the legality of Client’s use of the Platform or the nature of the Client Data provided. Client is solely responsible for ensuring that its use of the Services, including the introduction of any data into the Platform and the creation of audiences, complies with the PDPL. If Lotame becomes actually aware that a Client instruction would cause a breach of the PDPL, Lotame will notify Client without undue delay.

(c) With respect to Section 5, destruction of the personal data will be handled as set out in Section **Error! Reference source not found.** of the DPA.

(d) With respect to Section 7, the personal data exporter does not anticipate transferring sensitive data to the personal data importer. If such transfer occurs, the parties agree to apply additional safeguards as required by Article 26 of the PDPL and the Implementing Regulation.

(e) With respect to Section 8, when Lotame transfers Client Data to third-parties on behalf of and at the Documented Instruction of Client, Lotame’s obligations with respect to the personal data terminates once the personal data is delivered to the third-party and Client is solely responsible for evaluating any risks related to its use of the third-party and for entering into any agreement with the third-party as it deems necessary or that is required under the PDPL.

(f) With respect to Section 10, if a User Data Request does not identify Client or Lotame is unable, given the information in the User Data Request, to relate the User Data Request to Client, Lotame will be unable to notify Client of the User Data Request; however, Lotame will respond to the User Data Request in accordance with Section **Error! Reference source not found.** of the DPA.

(g) Appendices 1, 2, and 3 are completed with the information set out in Appendices 1, 2, and 3 of Exhibit 1 to this Schedule.

6. Processing of Sightings Data by Lotame.

6.1. Roles of the Parties. Client is a “controller” that transfers Sightings Data to Lotame, and Lotame is a “controller” that receives Sightings Data for Processing. Each party will comply with their respective obligations in and will Process Sightings Data in accordance with this Section **Error! Reference source not found.**, Section 5 of the DPA, and the provisions of the PDPL applicable to their role specified in the previous sentence.

6.2. Transfers of Client Data to the United States. With respect to transfers of personal data to third countries or international organisations, Client acknowledges that using the Services will require the transfer of Client Data to the United States and that pursuant to the Transfer Regulation, each party will comply with their respective obligations in the First Template (Controller to Controller) of the SCCs applicable to their role (as specified in Section 4.2(a)), with certain clauses of the First Template completed or clarified as follows:

(a) Client is the “the personal data exporter” and Lotame is the “the personal data importer.”

(b) With respect to Section 4, destruction of the personal data will be handled as set out in Section **Error! Reference source not found.** of the DPA.

(c) With respect to Section 6, the personal data exporter will not transfer sensitive data to the personal data importer.

(d) Appendices 1, 2, and 3 are completed with the information set out in Appendices 1, 2, and 3 of Exhibit 2 to this Schedule.

7. Processing of Lotame Data by Client.

7.1. Roles of the Parties. Lotame is a “controller” that makes Lotame Data available through the Platform, and Client is a “controller” that determines the purposes for which Lotame Data may be used, whether accessed directly by Client or indirectly through its Agency acting on its behalf. Each party will comply with its respective obligations and will Process Lotame Data in accordance with this Section 7, Section 6 of the DPA, and the provisions of the PDPL applicable to their role specified in the previous sentence. Where the Client engages processors, including Agencies, activation platforms, or demand-side platforms, Client shall ensure and remain

responsible for such processors' compliance with Client's obligations set forth in the previous sentence, including through written agreements as required by the SCCs.

7.2. Exports of Audiences Containing Lotame Data. With respect to exports of audiences that include Lotame Data, such exports involve transfers of personal data outside the Kingdom. Pursuant to the Transfer Regulation, each party will comply with their respective obligations in the First Template (Controller-to-Controller) of the SCCs applicable to their role (as specified in Section 5.2(a)), with certain clauses completed or clarified as follows:

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

(b) With respect to Section 6, Lotame Data made available under the Agreement does not include sensitive data as defined under the PDPL, and as such, Section 6 of the Controller-to-Controller SCCs does not apply to transfers of Lotame Data. If Client combines Lotame Data with its own sensitive data and directs Lotame to transfer such data, Client is solely responsible for ensuring compliance with PDPL requirements for processing and transferring sensitive data, including adopting any additional safeguards.

(c) With respect to Section 7, when Client uses Lotame Data and directs Lotame to transfer Lotame Data on Client's behalf to a third-party platform, a subsequent transfer occurs and Client is solely responsible for evaluating any risks related to such transfer and for entering into any agreement with the third-party as it deems necessary or that is required under the PDPL.

(d) Appendices 1, 2, and 3 are completed with the information set out in Appendices 1, 2, and 3 of Exhibit 3 to this Schedule.

8. Processing of Second-Party Data by Client. With respect to Second-Party Data made available to a Client via the Platform, the provider of Second-Party Data remains the controller of such Second-Party Data. Lotame acts solely as a technical facilitator of the disclosure of Second-Party Data and does not act as Client's processor with respect to Second-Party Data. The Client acts as an independent controller for any processing of Second-Party Data it accesses via the Platform and is responsible for ensuring that its use of Second-Party Data complies with the PDPL.

Exhibit 1

Appendices for Controller-to-Processor Transfers of Client Data to Lotame

Appendix 1

PARTIES OF LIST

Information of Personal Data Exporter(s):

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

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

Contact Information: Privacy contact identified in the Agreement, if not directly identified therein, Client shall provide it to Lotame without undue delay.

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

Role (controller/processor): Controller

Information of Personal 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 Information: Data Protection/Privacy Contact identified in the Agreement, privacy@notice.com and address provided in the Agreement.

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

Role (controller/processor): Processor

Appendix 2

DESCRIPTION OF TRANSFERRED PERSONAL DATA

Categories of data subjects whose personal data is transferred

End users of digital properties owned or operated by the data exporter, including individuals who interact with advertisements delivered or measured through the Services.

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;
- 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; and
- Browser information (user agent/client hints).

Purpose(s) of the data transfer

The personal data is transferred for the sole purpose of enabling the data importer to assist the data exporter in the creation and management of pseudonymous audience segments. These segments may subsequently be used by or on behalf of the data exporter for advertising-related use cases such as planning, activation, or measurement. The data importer does not perform ad delivery, targeting, measurement, or analytics for the data exporter.

Retention Period/Criteria

Client Data is retained by the data importer only for as long as necessary to provide the Services under the Agreement and in accordance with the data exporter's instructions. Upon termination or expiry of the Agreement, Client Data is deleted, deidentified, or rendered useless in accordance with Section 11 of the DPA.

Appendix 3

SECURITY MEASURES

Description of the technical and organizational security measures implemented by the data importer are described in Schedule 1 of the DPA.

Exhibit 2

Appendices for Controller-to-Controller Transfers of Sightings Data to Lotame

Appendix 1

PARTIES OF LIST

Information of Personal Data Exporter(s):

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

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

Contact Information: Privacy contact identified in the Agreement, if not directly identified therein, Client shall provide it to Lotame without undue delay.

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

Role (controller/processor): Controller

Information of Personal 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 Information: Data Protection/Privacy Contact identified in the Agreement, privacy@notice.com and address provided in the Agreement.

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

Role (controller/processor): Controller

Appendix 2

DESCRIPTION OF TRANSFERRED PERSONAL DATA

Categories of data subjects whose personal data is transferred

End users of digital properties owned or operated by the Client, including individuals who interact with advertisements delivered or measured through the Services.

Categories of personal data transferred

The personal data transferred concern the following categories of data:

- Pseudonymous identifiers such as cookie IDs, mobile advertising IDs, and connected TV IDs.
- IP addresses.
- User-agent strings.
- Timestamps of visits or events.
- Event-level metadata associated with the above (e.g., page visited, app used).

Purpose(s) of the data transfer

Data importer’s maintenance and improvement of its identity graph and related internal purposes that support the provision of Services to Clients via the Platform.

Retention Period/Criteria

12 weeks.

Appendix 3

SECURITY MEASURES

Description of the technical and organizational security measures implemented by the data importer are described in Schedule 1 of the DPA.

Exhibit 3

Appendices for Controller-to-Controller Transfers of Lotame Data to Client

Appendix 1

PARTIES OF LIST

Information of Personal Data Exporter(s):

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

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

Contact Information: Data Protection/Privacy Contact identified in the Agreement, privacy@notice.com and address provided in the Agreement.

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

Role (controller/processor): Controller

Information of Personal Data Importer(s):

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

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

Contact Information: Privacy contact identified in the Agreement, if not directly identified therein, Client shall provide it to Lotame without undue delay.

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

Role (controller/processor): Controller

Appendix 2

DESCRIPTION OF TRANSFERRED PERSONAL DATA

Categories of data subjects whose personal data is transferred

Individuals about whom pseudonymous or aggregated data has been collected by data providers (such as data brokers, data aggregators, publishers, and survey providers) and licensed to Lotame for inclusion in the Lotame Data Exchange Marketplace. These individuals may include users of websites, mobile apps, connected devices, digital services, or other sources from which data Providers obtain data (e.g., state voter files).

Categories of personal data transferred

The personal data transferred concern the following categories of data:

- Pseudonymous online identifiers such as cookie IDs and mobile device advertising IDs (e.g., Apple IDFA, Google Ad ID).
- Hashed email addresses used for matching in audience activation (in limited cases, raw email addresses may be included if originally supplied by the Data Provider).
- Numeric audience-segment identifiers representing demographic attributes, interests, and behaviors. (The detailed segment descriptions or names are not transferred; they remain within Lotame’s U.S.-hosted platform and are only accessible for viewing within the Platform.)

Purpose(s) of the data transfer

To enable importer to deliver targeted advertising, perform analytics, enhance audience insights, measure campaign effectiveness, optimize digital marketing strategies, and personalize content.

Retention Period/Criteria

Personal data will be retained for no longer than is necessary for the purposes described above, and in accordance with Importer's documented retention policies. Generally, data is retained for no more than 18 months from the last interaction or use, unless otherwise required by applicable law or contract.

Additional Obligations

The personal data importer will comply with the following specific obligations:

- Lotame Data made available under the Agreement does not include sensitive data as defined under the PDPL. If Client combines Lotame Data with its own sensitive data and directs Lotame to transfer such data, Client is solely responsible for ensuring compliance with PDPL requirements for processing and transferring sensitive data, including adopting any additional safeguards required by the PDPL and the Transfer Regulation.
- The personal data importer will ensure that personal data will be processed exclusively for the purposes defined in this Appendix.
- The personal data importer will notify Lotame promptly if it determines it can no longer meet the obligations under this Appendix. In such cases, Importer shall cease processing or take appropriate steps to remediate the situation.

Appendix 3

SECURITY MEASURES

The personal data importer shall implement and maintain technical and organisational security measures appropriate to the nature of the personal data and the risks of processing, in line with Article 20 of the PDPL and SDAIA's guidelines on security of personal data. Such measures must at a minimum include:

- Access controls to ensure only authorised personnel can access personal data;
- Encryption or equivalent protection for data in transit over public networks;
- Measures to ensure integrity and resilience of processing systems;
- Procedures for backup, restoration, and recovery; and
- A process for regularly testing and evaluating the effectiveness of security measures.

The personal data importer may determine the specific technical implementations of these measures, provided that the overall level of protection is not less than that required by the PDPL and its Implementing Regulations.