

DPA Schedule for 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 Exhibit 2 to this Schedule, the DPA, or the Agreement/MSA.

“**business**” has the meaning given in the California Privacy Law.

“**controller**” has the meaning given in U.S. Privacy Laws (ExCaNv).

~~“**California Privacy 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 Law, the Connecticut Privacy Law, the Delaware Privacy Law, the Florida Privacy Law, the Iowa Privacy Law, the Montana Privacy Law, the Nebraska Privacy Law, the New Hampshire Privacy Law, the New Jersey Privacy Law, the Texas Privacy Law, the Utah Privacy Law, and the Virginia Privacy Law.~~

~~“**Colorado Privacy 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. §§ 42-743jj et seq.), as may be amended from time to time.~~

~~“**Delaware Privacy Law**” means the Delaware Personal Data Privacy Act (6 Del. C. c. 12D 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-msa/>.

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

~~“**Iowa Privacy Law**” means the Iowa Consumer Data Protection Act (Iowa Code §715D 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.~~

~~“**Nebraska Privacy Law**” means the Nebraska Data Privacy Act (§§ 87-1101 et seq.), as may be amended from time to time.~~

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

~~“**New Hampshire Privacy Law**” means the New Hampshire Data Privacy Act (RSA ch. 507-H et seq.), as may be amended from time to time.~~

~~“**New Jersey Privacy Law**” means the New Jersey Data Privacy Act (N.J.S. 56:8-166.4 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 Law, the Connecticut Privacy Law, the Delaware Privacy Law, the Florida Privacy Law, the Iowa Privacy Law, the Montana Privacy Law, the Nebraska Privacy Law, the New Hampshire Privacy Law, the New Jersey Privacy Law, the Texas Privacy Law, the Utah Privacy Law, and the Virginia Privacy Law.~~

“**processor**” has the meaning given in U.S. Privacy Laws (ExCaNv).

“**sale**,” “**sell**,” or “**sold**” has the meaning given in ~~the California Privacy Law, the Colorado Privacy Law, the New Jersey Privacy Law, the Utah Privacy Law~~ U.S. Privacy Laws, and is the same as “sale of personal data” as ~~that term may be~~ defined in ~~the Delaware Privacy Law, the Florida Privacy Law, the Connecticut Privacy Law, the Iowa Privacy Law, the Montana Privacy Law, the Nebraska Privacy Law, the New Hampshire Privacy Law, the Texas Privacy Law, and the Virginia Privacy Law~~ U.S. Privacy Laws.

“**share**,” “**shared**,” or “**sharing**” has the meaning given in the California Privacy 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 U.S. Privacy Laws (ExNv).

“U.S. Privacy Laws” means all the U.S. state laws listed in Exhibit 2 to this Schedule.

“U.S. Privacy Laws (ExCa)” means all the U.S. state laws listed in Exhibit 2 to this Schedule, ~~excluding~~ the California Privacy Law, the Colorado,

~~U.S. Privacy Law, the Delaware Privacy Law, Laws (ExCaNv)~~” means all the Connecticut Privacy Law, the Florida Privacy Law, the Iowa Privacy Law, the Nebraska Privacy Law, the New Hampshire Privacy Law, the New Jersey Privacy Law, the Texas Privacy Law, the Utah Privacy Law, and the Virginia U.S. state laws listed in Exhibit 2 to this Schedule, excluding the California Privacy Law and the Nevada Privacy Law.

~~“U.S. Privacy Laws” means the California Privacy Law, the Colorado Privacy Law, the Connecticut Privacy Law, the Delaware Privacy Law, the Florida Privacy Law, the Iowa Privacy Law, the Montana Privacy Law, the New Hampshire Privacy Law, the New Jersey Privacy Law, the Nevada Privacy Law, the Oregon Privacy Law, the Texas Privacy Law, the Utah Privacy Law, and the Virginia Privacy Law.~~

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

~~“Virginia Privacy 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.~~

“U.S. Privacy Laws (ExNv)” means all the U.S. state laws listed in Exhibit 2 to this Schedule, excluding the Nevada Privacy Law.

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. The subject matter, duration, nature, purpose of Processing, categories of Personal Data, and categories of data subjects are described in Exhibit 1 to this Schedule, which forms an integral part of this Schedule.

3. **Processing of Customer Data by Lotame.** This Section applies when Lotame is processing Customer Data ~~for Customer’s or its clients’ own benefit~~ solely to provide the Services to Customer and, where applicable, to an Agency acting on Customer’s behalf, and not for any independent purposes of Lotame. Lotame shall Process Customer Data solely on behalf of Customer, in accordance with Customer’s Documented Instructions, the MSA, the DPA, and this Schedule.

3.1. Role of the Parties.

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

(b) Under ~~all other~~ U.S. Privacy Laws, ~~(ExCa)~~, Customer is a “controller” that shares Customer Data with Lotame, and Lotame is a “processor” that receives Customer Data from Customer for Processing.

3.2. U.S. Privacy Laws Contractual Requirements and Obligations. Lotame will:

(a) ~~Lotame will~~ Process Customer 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 Exhibit 1 to this Schedule. ~~and only on Documented Instructions from Customer.~~

~~(b) The types of Personal Data subject to Processing are provided in the definitions for Customer Data in the Agreement.~~

~~(c) The duration of Processing for Customer Data is set by Customer— default is 9 months, which can be set by Customer to 13 months maximum, 45 days minimum.~~

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

(b) Lotame will maintain security and confidentiality of Not retain, use, disclose, or otherwise Process Customer Data for any purpose other than providing the Services to Customer, including prohibitions on:

(1) Selling Customer Data;

(2) Sharing Customer Data for cross-context behavioral advertising;

(3) Processing Customer Data for Lotame’s own purposes or for the benefit of any third party; and

(4) Combining Customer Data in the Lotame with other personal data, except within the Platform in accordance with the Lotame Security Measures attached as Schedule 1 of the DPA at Customer’s documented instruction.

~~(f)(c)~~ Upon request of Customer or upon termination of the Agreement, Lotame will delete, deidentify, or render Customer Data useless, ~~and the Customer Data will be deleted~~ in accordance with ~~the durations set forth~~ Customer's selected retention period (as configured in subsection (c) of this Section, the Platform), unless a longer retention period is required by law. Lotame shall ensure that persons authorized to Process Customer Data are subject to a duty of confidentiality.

~~(g)~~ Lotame undergoes an annual independent audit of its technical and organizational measures as set forth in Section 4.5(b) of the DPA.

~~(h)~~ All other U.S. Privacy Laws contractual requirements and obligations, including those relating to security measures, consumer rights assistance, audit rights, and subcontractor engagements, are set forth in the DPA.

3.3. Additional California Privacy Law Contractual Requirements and Obligations.

~~(a)~~ Lotame acknowledges that Customer is sharing Customer 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 incorporated by a third party platform chosen by Customer.

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

~~(c)(d)~~ Lotame will Process Customer Data in accordance with the California Privacy Law's provisions applicable to its role as stated in Section 3.1(a) of reference into this Schedule and in compliance with the Agreement, the DPA, and this Schedule.

~~(d)~~ **Certification.** Lotame certifies that it understands and will Process Customer Data comply with the level obligations and restrictions set forth in Section 3.2 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)3.3.~~ If Customer notifies Lotame of any Processing of Customer 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 Customer Data.

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 ~~all other~~ U.S. Privacy Laws, ~~(ExCa)~~, Customer is a "controller" that shares Sightings Data with Lotame, and Lotame is a "third party controller" 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 Lotame Security Measures attached as ~~Schedule 1~~ Section 4 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)~~ 4 of the DPA.

(h) All other U.S. Privacy Laws contractual requirements and obligations are set forth in 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 consistent with the requirements of the~~ the California Privacy Law for third parties.
- (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, subject to the audit provisions set forth in the DPA.
- (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.

5. Processing of Lotame Data by Customer.

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 Nevada Privacy Law, Lotame is a "data broker" that sells Lotame Data to Customer.
- (c) Under ~~all other~~ U.S. Privacy Laws, ~~(ExCaNv)~~, Lotame is a "controller" that shares Lotame Data with Customer, and Customer is a ~~"third party controller"~~ that receives Lotame Data from Lotame for Processing.

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.
- (h) All other U.S. Privacy Laws contractual requirements and obligations are set forth in the DPA.

5.3. Additional California Privacy 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 Law's provisions applicable to its role as stated in Section 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 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 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 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 Law, Lotame may take reasonable and appropriate steps to stop and remediate the non-compliant Processing of Lotame Data.

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:

Customer Data – See Section ~~3.2(c)~~3.2(c) of this Schedule.

Sightings Data – See Section 4.2(c) of this Schedule.

Nature and Purpose of the Processing: Lotame will process Customer Data (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.~~ Schedule and Applicable U.S. Privacy Laws.

Types of Personal Data: Customer Data may include ~~the types of personal identifiers (such as cookie IDs, mobile advertising IDs, or hashed email addresses), internet or electronic network activity information (such as browsing data described under the applicable U.S. Privacy Laws, site/app usage, or ad interaction data), and other audience attributes or behaviors as determined by Customer.~~

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.

Exhibit 2

U.S. Privacy Law Index

“California Privacy 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.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Colorado Privacy Law” means the Colorado Privacy Act (Colo. Rev. Stat. §§ 6-1-1301 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Connecticut Privacy Law” means the Connecticut Personal Data Privacy and Online Monitoring Act (Conn. Gen. Stat. §§ 42-743j *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Delaware Privacy Law” means the Delaware Personal Data Privacy Act (6 Del. C. c. 12D *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Florida Privacy Law” means the Florida Digital Bill of Rights (Fla. Stat. §§ 501.701 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Kentucky Privacy Law” means the Kentucky Consumer Data Protection Act (KRS §§ 367.3611 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Indiana Privacy Law” means the Indiana Consumer Data Protection Act (Ind. Code Ann. § 24-15-1-1 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Iowa Privacy Law” means the Iowa Consumer Data Protection Act (Iowa Code §715D *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Maryland Privacy Law” means the Maryland Online Data Privacy Act (MD. Code, Com. § 14-4601 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Minnesota Privacy Law” means the Minnesota Consumer Data Privacy Act (Minn. Stat. § 325O *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Montana Privacy Law” means the Montana Consumer Data Protection Act (Mont. Code Ann. §§ 30-14-2801 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Nebraska Privacy Law” means the Nebraska Data Privacy Act (§§ 87-1101 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Nevada Privacy Law” means the Nevada Internet Privacy Act (N.R.S. 603A.300 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“New Hampshire Privacy Law” means the New Hampshire Data Privacy Act (RSA ch. 507-H *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“New Jersey Privacy Law” means the New Jersey Data Privacy Act (N.J.S. 56:8-166.4 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Oregon Privacy Law” means the Oregon Consumer Privacy Act (ORS 646A.570-646A.589), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Rhode Island Privacy Law” means the Rhode Island Data Transparency and Privacy Protection Act (Rhode Island Act 6-48.1-1. *et seq.*), as changed, supplemented, amended, or replaced from time to time.

“Tennessee Privacy Law” means the Tennessee Information Privacy Act (Tenn. Code Ann. 47-18-3301 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Texas Privacy Law” means Texas Data Privacy and Security Act (Tex. Bus. & Com. §541.001 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Utah Privacy Law” means the Utah Consumer Privacy Act (Utah Code § 13-61 *et seq.*), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.

“Virginia Privacy Law” means the Virginia Consumer Data Protection Act (Va. Code §§ 59.1-575 to 59.1-584), including any implementing regulations and binding guidance, as changed, supplemented, amended, or replaced from time to time.