

**Schedule 2**  
**DPA Schedule for United States**

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 Cal. Civ. Code § 1798.140(d).
  - “**CCPA**” means California Consumer Privacy Act, Title 1.81.5 California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100–1798.199), and its implementing regulations, as amended by the CPRA, as may be further amended from time to time.
  - “**controller**” has the meaning given in Colo. Rev. Stat. § 6-1-1303(7) and Va. Code § 59.1-575.
  - “**CPA**” means the Colorado Privacy Act (Colo. Rev. Stat. §§ 6-1-1301 *et seq.*), as may be amended from time to time.
  - “**CPRA**” means the California Privacy Rights Act of 2020 (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§ 1798.100 *et seq.*), and its implementing regulations.
  - “**DPA**” means the Data Processing Agreement to which this Schedule is attached.
  - “**Processing**” or “**Process**” has the meaning given in Cal. Civ. Code § 1798.140(y), Colo. Rev. Stat. § 6-1-1303(18), and Va. Code § 59.1-575.
  - “**processor**” has the meaning given in Colo. Rev. Stat. § 6-1-1303(19) and Va. Code § 59.1-575.
  - “**sale**,” “**sell**,” or “**sold**” has the meaning given in Cal. Civ. Code § 1798.140(ad), Colo. Rev. Stat. § 6-1-1303(23), and is the same as “sale of personal data” as defined in Va. Code § 59.1-575.
  - “**share**,” “**shared**,” or “**sharing**” has the meaning given in Cal. Civ. Code § 1798.140(ah).
  - “**third party**” has the meaning given in Cal. Civ. Code § 1798.140(ai), Colo. Rev. Stat. § 6-1-1303(26), and Va. Code § 59.1-575.
  - “**U.S. Privacy Laws**” means the CCPA, CPA, and the VCDPA.
  - “**VCDPA**” 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 and Sightings Data includes Personal Data.
  
3. **Processing of Customer Data and Sightings Data by Lotame.**
  - 3.1. **Role of the Parties**
    - (a) Under CCPA, 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 CPA and the VCDPA, Customer is a “controller” 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.
  - 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:
 

Customer Data	Set by Customer – default is 9 months, can be set by to 13 months maximum, 45 days minimum
Sighting Data	40 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/>.

(f) Upon request of Customer or upon termination of the Agreement, Lotame will render the Customer Data useless and the Customer Data will be deleted 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 3.5(b) of the DPA.

### **3.3. Additional CCPA Contractual Requirements and Obligations.**

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

(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 CCPA's provisions applicable to its role as stated in Section 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 CCPA.

(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 CCPA.

(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 CCPA, Customer may take reasonable and appropriate steps to stop and remediate the non-compliant Processing of Customer Data and Sightings Data.

## **4. Processing of Lotame Data by Customer.**

### **4.1. Role of the Parties**

(a) Under the CCPA, 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 CPA and the VCDPA, Lotame is a "controller" that shares Lotame Data with Customer, and Customer is a "third party" that receives Lotame Data from Lotame for Processing.

### **4.2. 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 duration of Processing for Lotame is no longer than 6 months after the termination or expiration of the Agreement.

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

(e) Customer will maintain security and confidentiality of Lotame Data in accordance with industry standard technical and organizational measures.

(f) Upon request of Lotame or upon termination of the Agreement, Customer will delete the Lotame Data, unless a longer retention period is required by law.

(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. Additional CCPA 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 CCPA's provisions applicable to its role as stated in Section 4.1 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 CCPA.
- (e) Lotame may request records or other documentation from Customer regarding its compliance with the Agreement, the DPA, this Schedule, and the CCPA.
- (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 CCPA.
- (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 CCPA, Lotame may take reasonable and appropriate steps to stop and remediate the non-compliant Processing of Lotame Data.

**5. 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 the Act to complete any required impact assessments related to the Processing of Customer Data and Sightings 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.