

Schedule 1

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

~~This~~ 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") ~~is incorporated by this reference into and forms a part of the DPA.~~

~~The parties hereby agree to comply with the following provisions with respect to the Processing of any~~ Customer Data, Sightings Data, or Lotame Data ~~under the~~ 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 ~~to which this Schedule is attached currently posted at~~ <https://www.lotame.com/privacy/dpas/dpa-odla/>.

~~"EU SCCs GDPR Countries"~~ means the ~~standard contractual clauses adopted by 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-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 (EU) 2021/914 of 4 June 2021 of 10 July 2023 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on standard contractual clauses for the transfer* ~~the adequate level of protection of personal data to third countries pursuant to the GDPR, 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).

"Supervisory Authority" means an independent public authority which is established by an EU Member State / Switzerland / UK, as applicable, pursuant to the GDPR.

~~"Swiss-U.S. DPF"~~ means collectively the EU-U.S. Data Privacy Framework (available at <https://www.dataprivacyframework.gov/s/framework-text>).

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

~~"UK IDTA Addendum"~~ means the UK International Data Transfer Addendum set forth in ~~to the DPA.~~

~~"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 Customer Data, Sightings Data, or Lotame Data ~~is or~~ includes "personal data" (as defined by the GDPR) subject to the GDPR.

~~3. Processing of Lotame Data by Customer.~~

~~3. Processing of Customer Data by Lotame as a Processor.~~ This Section applies when Lotame is processing Customer Data for Customer's or its Clients own benefit.

Commented [RAG1]: Removed Standard Contractual Clauses and added language for use of U.S. Data Privacy Framework as transfer mechanism.

Commented [RAG2]: Added section related to syncing of platform IDs

3.1. Roles of the Parties. ~~Lotame~~Customer is a “controller” that transfers ~~Lotame~~Customer Data to ~~Customer, and~~Lotame, and Lotame is a processor that receives Customer Data for Processing. Each party will comply with their respective obligations in and will Process Customer 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.

3.2. Transfers of Customer Data to the United States. Customer acknowledges that using the Services will require the transfer of Customer Data to the United States. 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.

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

3.4. Consent Policy. Customer and its Third Party Sources shall comply with Lotame’s Consent Policy for the European Union, 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 Sightings Data by Lotame.

4.1. Roles of the Parties. Customer is a “controller” that ~~receives~~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 4, Section 4 of the DPA, and the provisions of the GDPR applicable to their role specified in the previous sentence.

4.2. Transfers of Sightings Data to the United States. Customer acknowledges that Lotame will transfer Sightings Data to the United States. 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.

4.3. Onward Transfers of Sightings Data. Lotame participates in and has certified its compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF. In accordance with Lotame’s obligation under the DPF, any transfers of Personal Data to a third-party controller will be accomplished in compliance with the GDPR and the DPF Principles.

5. Processing of Lotame Data by Customer.

3.1.5.1. Roles of the Parties. Lotame is a “controller” that transfers Lotame Data to Customer, and Customer 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 3.5, Section 3.5 of the DPA, and the provisions of the GDPR applicable to their role specified in the previous sentence.

3.2. Cross-Border Data Transfers. Customer acknowledges that the provision of Lotame Data to Customer may involve the transfer of Personal Data subject to the GDPR from the United States to Non Adequate Third Countries on Customer’s behalf (an “onward transfer”) and, in such an event, Section 3.2(a) or Section 3.2(b) of this Schedule will apply, as applicable.

(a) ~~Onward Transfers of Personal Data Subject to the EU GDPR.~~ Each party will comply with their respective obligations in Module 1 of the EU SCCs applicable to their role (as specified in Section 3.2(a)(1)), with Module 1 of the EU SCCs supplemented as follows:

(1) ~~Lotame is the “data exporter” and Customer is the “data importer.”~~

(2) ~~The optional Clause 7 is not included.~~

(3) ~~With respect to Clause 8.2(c), Lotame will provide a copy of the EU SCCs between Customer and Lotame if the User Rights Request identifies Customer. If a User Rights Request does not identify Customer, Lotame will provide a copy of Lotame’s EU SCCs with the annexes in Exhibit 1 to this Schedule, and will inform the User (1) of the reasons why it is unable to provide a copy of the EU SCCs between Customer and Lotame and (2) that either Lotame will be able to provide a copy of the EU SCCs if the User provides additional information identifying Customer.~~

(4) ~~The optional Language of Clause 11(a) is not included.~~

(5) ~~With respect to Clause 17, (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.~~

Commented [RAG3]: Added language for processing of Sightings Data

Commented [RAG4]: Removed Standard Contractual Clauses and added language for use of U.S. Data Privacy Framework as transfer mechanism.

~~(6) With respect to Clause 18(b), the Member State is the Republic of Ireland.~~

~~(7) Annexes I and II are completed with the information set out in Annexes I and II of Exhibit 1 to this Schedule.~~

~~(b) Onward Transfers of Personal Data Subject to the UK GDPR. Each party will comply with their respective obligations in the UK IDTA Addendum set forth in Exhibit 2 of this Schedule applicable to their role (as specified in Section 3.2(b)(1)), with Module 1 of the EU SCCs supplemented as follows:~~

~~(1) Lotame is the “data exporter” and Customer is the “data importer.”~~

~~(2) The optional Clause 7 is not included.~~

~~(3) With respect to Clause 8.2(c), Lotame will provide a copy of the EU SCCs between Customer and Lotame if the User Rights Request identifies Customer. If a User Rights Request does not identify Customer, Lotame will provide a copy of Lotame’s EU SCCs with the annexes in Exhibit 1 to this Schedule and will inform the User (1) of the reasons why it is unable to provide a copy of the EU SCCs between Customer and Lotame and (2) that either Lotame will be able to provide a copy of the EU SCCs if the User provides additional information identifying Customer.~~

~~(4) The optional language of Clause 11(a) is not included.~~

5.2. Onward Transfers of Lotame Data by Customer. Lotame participates in and has certified its compliance with the DPF and in accordance with Lotame’s obligations under the DPF, Customer 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. Customer will notify Lotame and cease processing the Lotame Data (or take other reasonable and appropriate remedial steps) if the Customer determines that it cannot provide the same level of protection for the Lotame Data as is required by the DPF Principles.

Commented [RAG5]: Required language for U.S. Data Privacy Framework as transfer mechanism.

6. 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 Customer or any Third Party Source has implemented the TCF on any Properties, Customer and its Third Party Sources shall add Lotame as a vendor.

Commented [RAG6]: Added TCF language for ID syncing

4.7. Cooperation. Upon a party’s request, the other party shall provide the requesting party with (a) reasonable cooperation and assistance needed for the requesting party to fulfil its obligations under the GDPR to complete any required assessments related to Processing of Personal Data exchanged between the parties, 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 (b) any Supervisory Authority inquiry or investigation related to the performance under the Agreement.

5. Additional Provisions relating to EU SCCs:

5.1. Inclusion of Switzerland as Member State. 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. Where the Swiss Federal Act on Data Protection (FADP) applies to Processing of Personal Data, references to the GDPR 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.

5.2. Change in Applicable Transfer Mechanisms. In case the parties can no longer rely on EU SCCs as an appropriate transfer mechanism, the parties will negotiate in good faith an alternative transfer mechanism to replace the EU SCCs, at the choice of Lotame, without undue delay.

Commented [RAG7]: Removed Standard Contractual Clauses and added language for use of U.S. Data Privacy Framework as transfer mechanism.

Exhibit 1
Annexes for Module 1 (Controller to Controller) – Onward Transfer of Personal Data from Lotame to Customer

Annex 1

A. LIST OF PARTIES

1. Data exporter(s):

Name: The data exporter is the entity identified as “data exporter” in Section 3.2(a)(1) of this Schedule.

Address: Address of the entity identified as “data exporter” in Section 3.2(a)(1) of this Schedule.

Contact person’s name, position and contact details: The Data Protection/Privacy Contact identified in the Agreement for the data exporter, if not directly identified therein, data exporter shall provide it to data importer without undue delay.

Activities relevant to the data transferred under these Clauses: Processing of Customer Data for purposes identified in Clause B.6 below.

Signature and date: Signed and dated by the authorized person for the data exporter identified in the Agreement.

Role (controller/processor): Controller

2. Data importer(s):

Name: The data importer is the entity identified as “data exporter” in Section 3.2(a)(1) of this Schedule.

Address: Address of the entity identified as “data importer” in Section 3.2(a)(1) of this Schedule.

Contact person’s name, position and contact details: The Data Protection/Privacy Contact identified in the Agreement for the data importer, if not directly identified therein, data importer shall provide it to data exporter without undue delay.

Activities relevant to the data transferred under these Clauses: Processing of Customer Data for purposes identified in Clause B.6 below.

Signature and date: Signed and dated in the Agreement by the authorized person for data importer identified in the Agreement.

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

1. Categories of data subjects whose personal data is transferred

The categories of data subjects whose personal data transferred are:

- Data subjects viewing and/or interacting with the online Properties (including advertisements) of third parties that have licensed personal data to Lotame.

2. Categories of personal data transferred

The personal data transferred concern the following categories of data:

- IDs (for example, cookie ID, mobile device advertising ID (e.g., Apple IDFA, Google AD ID), proprietary IDs); and
- Behaviours.

3. 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 will not send sensitive data to the data importer.

4. 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.

5. Nature of the processing

Same as purposes below.

6. Purpose(s) of the data transfer and further processing

The transfer is made for the following purposes:

- Enrichment, Targeting and Analytics.

7. 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 no longer than 90 days after the termination of the Agreement.

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

Transfers to processors are for the same subject matter, nature, and duration as set forth in this Annex I.

C. 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 of Clauses, 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(e) (or document/legislation attached):

- 1. Systems.** Data importer shall maintain appropriate technical and organizational policies, procedures and safeguards for protection of Lotame Data, including protection against unauthorized Processing, and against loss or unauthorized disclosure of or access to, Lotame Data.
- 2. Data Transmission.** Data importer shall ensure that all onward transfers of Lotame Data will be encrypted in transit using industry standard encryption practices.
- 3. Confidentiality.** Data importer shall ensure that all personnel responsible for Processing Lotame Data enter into customary confidentiality agreements that governs the access, use and treatment of personal data by data importer.
- 4. Access by Data Importer's Employees.** Data importer shall limit access to Lotame Data to those individuals that require access to Lotame Data.
- 5. Personal Data Incident Notifications.** Data importer shall maintain data incident management policies and procedures and shall, without undue delay and in accordance with the timelines required by the GDPR, notify data exporter of any data incidents that result in the unauthorized or illegal loss or disclosure of, or access to, Lotame Data that is Processed by data importer. Data importer will take prompt action to mitigate any harm to data exporter or personal data.

Exhibit 2
UK IDTA (Controller to Controller – Onward Transfer of Personal Data from Lotame to Customer)

Tables

Table 1: Parties and signatures

Start date	As stated in the DPA	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<p>Full legal name: Lotame Solutions, Inc.</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 8850 Stanford Blvd., Suite 4000, Columbia, MD 21045</p> <p>Official registration number (if any) (company number or similar identifier): N/A</p>	<p>Full legal name: The legal name of the entity identified as "data importer" in Section 5.3(a) of this Schedule.</p> <p>Trading name (if different):</p> <p>Main address (if a company registered address): The address of the entity identified as "data importer" in Section 5.3(a) of this Schedule.</p> <p>Official registration number (if any) (company number or similar identifier):</p>
Key Contact	<p>Full Name (optional):</p> <p>Job Title: Head of Privacy and Product Counselling</p> <p>Contact details including email: privacy@lotame.com</p>	<p>Full Name (optional):</p> <p>Job Title: The job title of the Data Protection/Privacy Contact identified in the Agreement for Customer, if not directly identified therein, Customer shall provide it to the Exporter without undue delay.</p> <p>Contact details including email: The contact information of the Data Protection/Privacy Contact identified in the Agreement for Customer, if not directly identified therein, Customer shall provide it to the Exporter without undue delay.</p>

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<p>The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:</p> <p>Module 1 (see Section 3.2(b) of Schedule 1 for the optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum)</p>
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Table 3: Appendix Information

Annex 1A: List of Parties:	See Section A of Annex I of Exhibit 1
Annex 1B: Description of Transfer:	See Section B of Annex I of Exhibit 1
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	See Annex II of Exhibit 1

Annex III: List of Sub-processors (Modules 2 and 3 only):

Not applicable

Table 4: Ending this Addendum when the Approved Addendum Changes

Which Parties may end this Addendum as set out in Section 19 of Part 2:

- Importer
- Exporter
- neither Party

Part 2: Mandatory Clauses

Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses

UK IDTA: Controller to Controller

DPA Schedule for EU, EEA, Switzerland, and UK (Outgoing Data License Agreement – rev 04-Dec-2023)