

Schedule 1

DPA Schedule for ~~United States~~ 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 the DPA or the Agreement.

“business” has the meaning given in ~~Cal. Civ. Code § 1798.140(d)~~ the California Privacy Act.

“CCPA” means ~~California Consumer Privacy Act, Title 1.81.5,”~~ means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (Cal. Civ. Code §§ 1798.100–1798.199), et seq.), and its implementing regulations, as amended by the CCPA, as both may be further amended from time to time.

“controller” has the meaning given in ~~Colo. Rev. Stat. § 6-1-1303(7)~~ the Colorado Privacy Act, the Utah Privacy Act, and ~~Va. Code § 59.1-575~~ the Virginia Privacy Act.

“CPA” “Colorado Privacy Act” 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 currently posted at~~ <https://www.lotame.com/privacy/dpas/dpa-odla/>.

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

“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~~ U.S. Privacy Laws.

“processor” has the meaning given in ~~Colo. Rev. Stat. § 6-1-1303(19)~~ and ~~Va. Code § 59.1-575~~ the Colorado Privacy Act, the Utah Privacy Act, and the Virginia Privacy Act.

“sale,” “sell,” or “sold” has the meaning given in ~~Cal. Civ. Code § 1798.140(ad)~~, ~~Colo. Rev. Stat. § 6-1-1303(23)~~, the California Privacy Act, the Colorado Privacy Act, the Utah Privacy Act, and is the same as “sale of personal data” as defined in ~~Va. Code § 59.1-575~~ the Virginia Privacy Act.

“share,” “shared,” or “sharing” has the meaning given in ~~Cal. Civ. Code § 1798.140(ah)~~ the California Privacy Act.

“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~~ the California Privacy Act, the Colorado Privacy Act, the Utah Privacy Act, and the Virginia Privacy Act.

“U.S. Privacy Laws” means the ~~CCPA, CPA, and the VCDPA~~ California Privacy Act, the Colorado Privacy Act, the Nevada Privacy Act, the Utah Privacy Act, and the Virginia Privacy Act.

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

“Virginia Privacy Act” means the Virginia Consumer Data Protection Act (Va. Code §§ 59.1-575 to 59.1-584), as may be amended from time to time.

Commented [RAG1]: Added Utah Privacy Act

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.

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

Commented [RAG2]: Added language to deal with the syncing of platform IDs.

3.1. Role of the Parties

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

(b) Under the CPA and the VCDPA, Under the Colorado Privacy Act and the Virginia Privacy Act, 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
Sightings Data	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 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 delete, deidentify, or render useless 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 4.5(b) of the DPA.

3.3. Additional California Privacy Act Contractual Requirements and Obligations.

(a) Lotame acknowledges that Customer is sharing Customer Data and Sightings Data with 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 California Privacy Act’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 California Privacy Act.

(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 Act.

(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 California Privacy Act, 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 California Privacy Act, 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 Colorado Privacy Act, the Utah Privacy Act, and the Virginia Privacy Act, Lotame is a “controller” that shares Lotame Data with Customer, and Customer is a “third party” that receives Lotame Data from Lotame for Processing.

3.2.4.2. 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.~~

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

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

~~(e) 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, in which case Customer may continue to Process Lotame Data 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.

3.3.4.3. Additional CCPA/California Privacy Act 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~~ California Privacy Act's provisions applicable to its role as stated in Section 3.4.1 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~~ California Privacy Act.

(e) Lotame may request records or other documentation from Customer regarding its compliance with the Agreement, the DPA, this Schedule, and the ~~CCPA~~ California Privacy Act.

(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~~ California Privacy Act.

(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~~ California Privacy Act, Lotame may take reasonable and appropriate steps to stop and remediate the non-compliant Processing of Lotame Data.

4.5. 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~~ any U.S. Privacy Law to complete any required impact assessments related to the Processing of Customer ~~Data, Sightings Data, or Lotame~~ 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.

Commented [RAG3]: Revised language to deal with conflicting language in (c) of this section and in the DPA.