

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

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**”) when Customer Data, Sightings Data, or Lotame Data 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 currently posted at <https://www.lotame.com/privacy/dpas/dpa-msa/>.

“**GDPR Countries**” means the 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 of 10 July 2023 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data 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 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 Customer Data by Lotame as a Processor.** This Section applies when Lotame is processing Customer Data for Customer’s or its Clients own benefit.

**3.1. Roles of the Parties.** Customer is a controller that transfers Customer Data to 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 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.**

**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 5, Section 5 of the DPA, and the provisions of the GDPR applicable to their role specified in the previous sentence.

**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.

**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.

**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.