



**Lotame Data Exchange  
General Data Protection Regulation  
Data Processing Addendum for Data Buyers**

**Controller - Controller**

This Data Processing Addendum (this “Addendum”) reflects the parties’ agreement on the terms governing the processing and security of Personal Data in connection with the Data Protection Laws and Regulations. This Addendum solely governs the Processing of Personal Data of Data Subjects in the European Union, European Economic Area, the United Kingdom and Switzerland.

This Addendum is hereby incorporated by reference into the Lotame DMP Platform Agreement, Lotame DMP Master Agreement, the Outgoing Data License Agreement or other written or electronic agreement between Lotame Solutions, Inc. (“Lotame”) and Customer (the “Agreement”) that governs Customer’s license of certain Personal Data from Lotame. Except as expressly provided herein, this Addendum does not modify or amend the provisions of the Agreement.

Capitalized terms not defined in this Addendum have the meanings set forth in the Agreement.

**1. Definitions.**

“Controller” means the entity that determines the purposes and means of the Processing of Personal Data.

“Consent” of the Data Subject means any freely given, specific, informed and unambiguous indication of the Data Subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.

“Data Protection Laws and Regulations” means all laws and regulations of the European Union, the European Economic Area, Switzerland, and the United Kingdom applicable to the Processing of Personal Data under the Agreement, including GDPR.

“Lotame Data” means Personal Data made available to Customer under the terms of the Agreement.

“Data Subject” means the identified or identifiable natural person to whom Personal Data relates.

“GDPR” means 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 repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal Data” means information relating to an identified or identifiable natural person.

“Personal Data Incident” means a breach of a party’s security systems that results in the accidental, unlawful, or unauthorized destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data. A Personal Data Incident does not include activities that do not compromise the security of Personal Data including unsuccessful log-in attempts, denial of service attacks and other mitigated attacks on networked systems.

“Process” or Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available.

“Sensitive Personal Data” includes data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person’s sex life or sexual orientation.

## 2. Processing of Personal Data.

- a. **Roles of the Parties.** The parties agree that each party is a Controller with respect to use and processing of Lotame Data under the Agreement. Each party will comply with the obligations applicable to it under the Data Protection Laws and Regulations with respect to the Processing of Personal Data.
- b. **Description of Personal Data.** The parties agree that Lotame Data may include a combination of the following: (i) cookie IDs, (ii) mobile advertising Ids (IDFA and AAID), (iii) IP address, (iv) non-precise geo location data, (v) web browsing information, (vi) mobile application usage information, (vii) inferred and declared behavioral data, and (viii) demographic information.
- c. **Lotame Obligations and Representations.**
  - i. Lotame represents and warrants that it has not and will not include Sensitive Personal Data in any files provided to Customer.
  - ii. Lotame will obtain, renew and maintain during the Term, the requisite consents or other lawful basis for Processing Personal Data for the purposes set forth in the Agreement, which may include: (a) data collection, (b) analytics, (c) targeting, (d) device matching, and (e) data sharing.
  - iii. Where Consent is the basis of Processing, Lotame will manage up to date files containing the Lotame Data, and when a Data Subject withdraws his / her Consent to Processing, Lotame will ensure that all subsequent file transfers are up to date and exclude Personal Data of such Data Subjects.
  - iv. Lotame will deliver to Customer only the relevant amount and type of Personal Data required to fulfill the purposes set forth in the Agreement.
- d. **Purposes of Processing.** Each party shall only Process Personal Data as (i) permitted under the terms of the Agreement, and (iii) as necessary to comply with the Data Protection Laws and Regulations.

3. **Rights of Data Subjects.** The parties shall cooperate in good faith to respond to written information requests from Data Subjects, to the extent permitted by law and technical limitations. Each of Customer and Lotame shall provide Data Subjects with the ability to opt-out of data collection and sharing.

## 4. Technical and Security Safeguards.

- a. **Systems.** Each party shall maintain appropriate technical and organizational policies, procedures and safeguards for protection of Personal Data, including protection against unauthorized Processing, and against destruction, loss, alteration, damage, or unauthorized disclosure of or access to, Personal Data.
- b. **Confidentiality.** Each party shall ensure that all personnel responsible for Processing Personal Data enter into customary confidentiality agreements which shall govern the access, use and treatment of Personal Data by such party.
- c. **Access by Lotame Employees.** Lotame shall limit access to Customer Personal Data to those individuals that require access to Customer Personal Data in order to provide the Lotame Products and Services to Customer.
- d. **Personal Data Incident Notifications.** Each party shall maintain Personal Data Incident management policies and procedures and shall, as soon as reasonably practicable and in accordance with the timelines required by the Data Protection Laws and Regulations, notify the other party of any Personal Data Incidents that result in the unauthorized or illegal destruction, loss, alteration, disclosure of, or access to, Personal Data. Each party will take prompt action to mitigate any harm to the other party.

- e. **Data Retention.** Neither party will retain, use or Process Personal Data for longer than necessary to fulfill the purposes under the Agreement.
- 5. **Customer's Privacy Representative.** Each party will designate an individual, and an associated email address ("Notification Email Address"), responsible for corresponding regarding the Processing of Personal Data and any privacy, security, and technical considerations related thereto (including receipt of any Personal Data Incident notifications). If Customer does not designate a privacy representative and a Notification Email Address, Lotame will correspond with the primary business contact designated under the Agreement, or alternately (as applicable), with the general privacy address available on Customer's corporate website. It is Customer's responsibility to update the Notification Email Address.
- 6. **Privacy Policy.** Customer shall update its privacy policy, to the extent necessary, to include (i) a description of Personal Data collected by Customer, (ii) a description of the manner and purposes for which Personal Data is used and shared with third parties, and (iii) any other information required to be disclosed under the Data Protection Laws and Regulations.
- 7. **General Cooperation.** Lotame may, from time to time during the Term, ask Customer to provide information to Lotame about its compliance policies. Customer will use best efforts to provide such information upon request and will notify Lotame of any material changes to its previously disclosed data collection and compliance policies. The parties agree in good faith to amend the Agreement as may be necessary to address any amendments to the Data Protection Laws and Regulations. Lotame shall have the right, at any time during the Term, to decline to receive or otherwise restrict its use of Lotame Data without incurring liability to Customer.
- 8. **Transfer Mechanism.** The parties agree that any Personal Data transfers to countries, jurisdictions, or recipients outside the European Economic Area or Switzerland that are not recognized as having an adequate level of protection shall be made subject to the terms of the EU Standard Contractual Clauses for Controllers, with Customer acting as the data exporter and Lotame acting as the data importer.
- 9. **Conflict.** If there is any conflict or inconsistency between the terms of this Addendum and the remainder of the Agreement, the terms of this Addendum shall govern. Subject to the modifications in this Addendum, the Agreement shall remain in full force and effect.