

Data Processing Agreement (for Data Concierge Service)

This Data Processing Agreement (including its Schedules and Appendices, this “DPA”) is entered into between Lotame Solutions, Inc. (“Lotame”) and the entity identified as the Customer in the Agreement and forms a part of and is incorporated by reference into the Agreement. This DPA memorializes the parties’ agreement regarding the Processing of Personal Data (defined in the Agreement) under Data Protection and Privacy Laws.

The parties agree to comply with the following provisions with respect to the Processing of Personal Data, each acting reasonably and in good faith.

1. Definitions. Capitalized words used but not defined in this DPA have the meanings given in the Agreement.

“**Agreement**” means the Data Concierge Service Terms between Lotame and Customer.

“**DPA Schedules**” means the schedule(s) attached to this DPA and any other schedule of a Data Protection and Privacy Law that is applicable to the Processing of Customer Data, which schedules are available at <https://www.lotame.com/privacy/dpas/dpa-odla/>.

“**Lotame Data**” means Behaviors that Lotame has licensed from third parties and the Lotame IDs associated with those Behaviors.

“**Security Incident**” means a breach of Lotame’s security leading to the unauthorized disclosure of, or access to, Customer Data.

“**User Rights Request**” means a request from a User to exercise rights provided to them under any Data Protection and Privacy Laws.

2. Contractual Relationship. Upon the signing of this DPA by both parties this DPA will become legally binding between Customer and Lotame as of the effective date of the Agreement. Except as expressly stated in this DPA, this DPA does not modify or replace any obligations contained in the Agreement.

3. Processing of Lotame Data.

3.1 Generally. Lotame, with respect to its Processing related to the provision of Lotame Data to Customer, and Customer, with respect to its Processing of Lotame Data received under the Agreement, shall comply with this DPA and all Data Protection and Privacy Laws and their related DPA Schedules applicable to Lotame Data.

3.2 Notices and Consents. When required under any Data Protection and Privacy Laws, throughout the Term, Lotame will contractually require that its licensors of Lotame Data: (a) disclose to Users the purposes for the Processing of their Personal Data and (b) obtain Users’ consent to the Processing of their Personal Data by Lotame and Customer for the purposes contemplated by the Agreement. Lotame’s Services Privacy Notice related to its Processing of Lotame Data is located at <https://www.lotame.com/privacy/privacy-notices/privacy-notice-services/>.

3.3 Responding to User Rights Requests. This section describes how Lotame handles User Rights Requests in general. If any applicable Data Protection and Privacy Laws specify additional or different requirements, the applicable DPA Schedule will supersede any conflicting obligations in this section related to the handling of User Rights Requests. For any User Rights Requests related to Lotame Data that Customer directly receives, Customer will forward the User Rights Request to Lotame and Lotame will assist Customer in fulfilling Customer’s obligations, if any, under applicable Data Protection and Privacy Laws to respond to the User Rights Request.

4. Training; Confidentiality. Lotame shall ensure that its personnel engaged in the Processing of Customer Data have received appropriate training regarding the access, use and treatment of Personal Data under Data Protection and Privacy Laws and have executed written confidentiality agreements governing the access, use and treatment of Customer Data.

5. Data Protection/Privacy Point of Contact. Lotame’s employee responsible for handling any inquiries related to this DPA or Data Protection and Privacy Laws may be reached at privacy@lotame.com. Customer’s data protection officer/privacy point of contact is stated in the Agreement.

6. Termination of this DPA. This DPA will continue in force until the later of (i) the termination of all Agreements into which it is incorporated, (ii) Lotame is no longer Processing Customer Data, and (iii) Customer is no longer Processing Lotame Data. Upon termination, Lotame will delete Customer Data in accordance with the Agreement.

7. Previous DPAs; Conflict. This DPA cancels any previous data processing agreements or addendums that may have been attached to or entered into under the Agreement by the parties. Except as supplemented by this DPA, the Agreement will remain in full force and effect. If there is a conflict between the Agreement, this DPA and a DPA Schedule, this DPA will control over the Agreement, and an applicable DPA Schedule will control over this DPA and the Agreement.