

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 Data Provider 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-idla/>.

“~~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 Data Provider Data ~~and~~, Sightings Data, ~~or Lotame Data is or~~ includes Personal Data subject to any U.S. Privacy Laws.

3. Processing of Data Provider Data and Sightings Data by Lotame.

3.1. Role of the Parties

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

(b) Under the ~~CPA~~Colorado Privacy Act and the ~~VCDDPA~~Virginia Privacy Act, Data Provider is a “controller” that shares Data Provider Data and Sightings Data with Lotame, and Lotame is a “third party” that receives Data Provider Data and Sightings Data from Data Provider for Processing.

3.2. U.S. Privacy Laws Contractual Requirements and Obligations.

(a) Lotame will Process Data Provider 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 Data Provider Data and Sightings Data in the Agreement.

(c) The duration of Processing for Data Provider Data and Sightings Data is:

Data Provider Data	13 months
Sighting Sightings Data	40 12 weeks

Commented [RAG2]: Reduced retention period.

(d) The rights and obligations of Data Provider and Lotame are set forth in the Agreement, the DPA and this Schedule.

(e) Lotame will maintain security and confidentiality of Data Provider Data for Data Provider Data in the Lotame Platform in accordance with the Technical and Organizational Measures to Ensure the Security of Data Provider Data located at <https://www.lotame.com/privacy/toms/>.

(f) Upon request of Data Provider or upon termination of the Agreement, Lotame will ~~delete, deidentify, or render~~ ~~the~~useless Data Provider Data useless and the Data Provider 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 ~~34~~.5(b) of the DPA.

3.3. Additional ~~CCPA~~California Privacy Act Contractual Requirements and Obligations.

(a) Lotame acknowledges that Data Provider is selling Data Provider Data and Sightings Data ~~to~~with Lotame.

(b) Lotame shall use Data Provider Data and Sightings Data only for the limited and specified purposes set forth in the Agreement.

(c) Lotame will Process Data Provider Data and Sightings Data in accordance with the ~~CCPA's~~California Privacy Act's provisions applicable to its role as stated in Section 3.1~~4~~(a) of this Schedule and in compliance with the Agreement, the DPA, and this Schedule.

(d) Lotame will Process Data Provider Data and Sightings Data with the level of privacy protection as a business is required to provide by the Act.

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

(f) Lotame will notify Data Provider if it makes a determination that it can no longer meet its obligations under the Agreement, the DPA, this Schedule, and the ~~CCPA~~California Privacy Act.

(g) If Data Provider notifies Lotame of any Processing of Data Provider Data and Sightings Data that Data Provider in good faith believe is not in compliance with the Agreement, the DPA, this Schedule, or the ~~CCPA~~California Privacy Act, Data Provider may take reasonable and appropriate steps to stop and remediate the non-compliant Processing of Data Provider Data and Sightings Data.

4. ~~Processing of Lotame Data by Data Provider.~~

Commented [RAG3]: Add language for sync of Lotame ID.

4.1. Role of the Parties

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

4.2. U.S. Privacy Laws Contractual Requirements and Obligations.

(a) Data Provider 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 rights and obligations of Data Provider and Lotame are set forth in the Agreement, the DPA and this Schedule.

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

(e) Upon request of Lotame, Data Provider will delete the Lotame Data unless a longer retention period is required by law, in which case Data Provider may continue to Process the Lotame Data requested to be deleted no longer than the applicable law requires.

(f) Data Provider 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 Data Provider may continue to Process Lotame Data no longer than the applicable law requires.

(g) Data Provider 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.

4.3. Additional California Privacy Act Contractual Requirements and Obligations.

(a) Data Provider acknowledges that Lotame is sharing Lotame Data with Data Provider.

(b) Data Provider shall use Lotame Data only for the limited and specified purposes set forth in the Agreement.

(c) Data Provider will Process Lotame Data in accordance with the California Privacy Act's provisions applicable to its role as stated in Section 4.1 of this Schedule and in compliance with the Agreement, the DPA, and this Schedule.

(d) Data Provider will Process Lotame Data with the level of privacy protection as a business is required to provide by the California Privacy Act.

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

(f) Data Provider 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 California Privacy Act.

(g) If Lotame notifies Data Provider 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 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 fulfill its obligations under ~~the Act~~ any U.S. Privacy Law to complete any required impact assessments related to the Processing of Data Provider Data ~~and, 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.