

**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 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-dmbms/>.

“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>) and <https://www.dataprivacyframework.gov/s/framework-text> and Annex 1 of the Ordinance of 31 August 2022 on Data Protection (Data Protection Ordinance, DPO).~~

“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 Lotame Data is or includes “personal data” (as defined by the GDPR) subject to the GDPR.

3. Processing of Lotame Data by Customer.

3.1. 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 3, Section 4 of the DPA, and the provisions of the GDPR applicable to their role specified in the previous sentence.

3.2. 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.

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.

Commented [RAG1]: Moved to DPA