



Lotame Data Management Platform Data Processing Addendum

This Data Processing Addendum (“**DPA**”) reflects the parties’ agreement on the terms governing the processing and security of Customer Personal Data in connection with the Data Protection Laws and Regulations.

This DPA is hereby incorporated by reference into the Lotame DMP Platform Agreement, Lotame DMP Master Agreement, or other written or electronic agreement between Lotame Solutions, Inc. (“**Lotame**”) and Customer (the “**Agreement**”) that governs the access and use of Lotame Services. Except as expressly stated in this DPA, this DPA does not modify or amend the Agreement.

1. Definitions. Capitalized terms not defined in this DPA or in this Section 1 have the meanings set forth in the Agreement.

“**Business**” has the meaning given it under the CCPA.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* and all regulations promulgated pursuant to the foregoing law.

“**Consumer**” has the meaning given it under the CCPA.

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

“**Customer**” has the meaning set forth in the Agreement.

“**Customer Personal Data**” means Customer Data that is also Personal Data.

“**Data Protection Laws and Regulations**” means all laws, regulations, and other applicable legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, breach notification, or the Processing of Personal Data, including GDPR and CCPA.

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

“**Data Subject Tool**” means any tool made available by Lotame directly to data subjects that enables Lotame to respond in an automated fashion to certain requests from data subjects regarding Personal Data, including the Privacy Manager tool currently available on Lotame.com.

“**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 Data Subject and includes personal information as that term is defined in the CCPA.

“**Personal Data Incident**” means a breach of Lotame’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 Customer 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.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller.

“**Service Provider**” has the meaning given it under the CCPA.

“**Sub-Processor**” means any Processor engaged by Lotame.

2. Processing of Personal Data.

(a) **Scope.** This DPA is not applicable to that portion of Customer Data that is not Customer Personal Data. This DPA applies only to the parties’ obligations and performance under the Agreement and not to any other agreement that may exist between Customer and Lotame. Each Party shall ensure that their Affiliates or subcontractors comply with the obligations under this DPA.

(b) Roles of the Parties. Under GDPR, Customer is the Controller and Lotame is the Processor with respect to Processing of Customer Personal Data under the Agreement. Under the CCPA, Customer is a Business and Lotame is a Service Provider. Schedule 1 sets forth the scope, nature and purpose of Processing by Lotame, the duration of the Processing, the types of Personal Data for Processing, and categories of data subjects. 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 under the Agreement.

(c) Customer's Processing of Personal Data. Customer shall, in its use of the Lotame Products and Services, Process Customer Personal Data in accordance with the requirements of Data Protection Laws and Regulations. Customer is solely responsible for establishing the lawful means by which Customer acquires and uses Personal Data. Customer confirms that Consumers were provided a notice at collection in accordance with CCPA.

(d) Lotame's Processing of Personal Data. Lotame shall only Process Customer Personal Data on behalf of, and at the direction of, the Customer.

(e) Purposes of Processing. Lotame shall only Process Personal Data in accordance with (i) Customer's written instructions, (ii) the terms of the Agreement, and (iii) any applicable Service Orders and/or Statements of Work. Lotame will Process certain categories of Personal Data on behalf of Customer for certain defined purposes, as more expressly set forth in Schedule 1.

(f) General Cooperation. Lotame and Customer shall cooperate in good faith to ensure compliance with the Data Protection Laws and Regulations during the Term.

3. Rights of Data Subjects. If a Data Subject requests information from Lotame via the Data Subject Tool about the Processing of Personal Data, then Lotame will automatically respond to such request in accordance with the standard functionality of the Data Subject Tool. If the request is not made via the Data Subject Tool or the Data Subject Tool is not able to respond to such request in an automated fashion, then Lotame shall provide reasonable assistance to Customer in responding to written information requests from Data Subjects, solely to the extent permitted by law and technical limitations. Customer acknowledges that Lotame is not able to verify the personal identify of an individual Data Subject in order to respond to a Data Subject request. Requests for assistance may be sent to privacy@lotame.com.

4. Technical and Security Safeguards.

(a) Systems. Lotame shall maintain appropriate technical and organizational policies, procedures and safeguards for protection of Customer Personal Data, including protection against unauthorized Processing, and against destruction, loss, alteration, damage, or unauthorized disclosure of or access to, Customer Personal Data. A summary of Lotame's technical and organizational policies is attached here as Schedule 2.

(b) Confidentiality. Lotame shall ensure that all personnel responsible for Processing Customer Personal Data enter into customary confidentiality agreements, which shall govern the access, use and treatment of Customer Personal Data by Lotame.

(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. Lotame shall maintain Personal Data Incident management policies and procedures and shall, without undue delay and in accordance with the timelines required by the Data Protection Laws and Regulations, notify Customer of any Personal Data Incidents that result in the unauthorized or illegal destruction, loss, alteration, disclosure of, or access to, Customer Personal Data that is stored or Processed by Lotame. Lotame will take prompt action to mitigate any harm to Customer or Customer's Personal Data.

(e) Audit. Lotame will make available to Customer all information reasonably requested by Customer to demonstrate Lotame's compliance with the obligations set forth in this DPA. Customer may audit (or engage a third party to audit) Lotame to assess Lotame's compliance with the obligations set forth in this DPA. Any on-site inspections will be done during normal business hours and following no less than five business days' notice to Lotame.

5. Removal and Deletion of Customer Data. At the conclusion of the Agreement Term, Lotame shall, to the extent feasible taking into account the functionality of the Lotame Products and Services, delete Customer Personal Data from its systems, as soon as reasonably practicable.

6. Sub-Processors. Customer acknowledges that Lotame may engage Sub-Processors to assist with the hosting and storage of Customer Personal Data. Lotame shall enter into a written agreement with each Sub-Processor that contains data protection obligations no less protective than those in this DPA. Lotame's current Sub-Processors are identified in Schedule

3. Lotame will notify Customer of each new Sub-processor before authorizing such new Sub-processor to process Personal Data in connection with providing the Lotame Products and Services. Customer may reasonably object to Lotame's use of a new Sub-processor by notifying Lotame in writing within 30 days after receipt of Lotame's notice and if Customer fails to object then the Sub-processor will be deemed to be approved.
7. **Data Protection Officer.** Lotame has appointed a Data Protection Officer ("**DPO**") and an associated committee that is responsible for assisting with compliance obligations in Europe. The DPO and the associated committee may be reached at privacy@lotame.com.
8. **Customer's Privacy Representative.** Customer will designate an individual, and an associated email address ("**Notification Email Address**"), responsible for corresponding with Lotame regarding the Processing of Customer 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.
9. **Transfer Mechanism.** If Lotame transfers Customer Personal Data from the countries of the European Union and European Economic Area to the United States, such transfer will be subject to the EU-U.S. Privacy Shield Framework Principles. If and when Switzerland participates in the EU-U.S. Privacy Shield Framework, any transfer of data from Switzerland by Lotame shall also be subject to the EU-U.S. Privacy Shield Framework Principles. If Lotame transfers Customer Personal Data to countries, jurisdictions, or recipients outside the European Economic Area or Switzerland that are not recognized as having an adequate level of protection (excluding the United States), such transfers will 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. For information on how Lotame is handling the Brexit transition, please see [here](#).
10. **Conflict.** If there is any conflict or inconsistency between the terms of this DPA and the remainder of the Agreement, the terms of this DPA shall govern. Subject to the modifications in this DPA, the Agreement shall remain in full force and effect.

Schedule 1

Description of Personal Data and Processing Activities

Types of Personal Data

On behalf of Customer, Lotame Processes the following types of Personal Data:

- Cookie IDs
- Mobile Advertising IDs (IDFA and AAID)
- IP Address
- Non-Precise Geo Location Data
- Web browsing information
- Mobile application usage information
- Inferred and declared behavioral data
- Demographic information, such as age and/or gender

Categories of Data Subjects

On behalf of Customer, Lotame collects Personal Data from individuals that engage with content online – through a web browser, mobile application, or direct marketing activities. These individuals include prospects, customers, business partners and vendors of Customer.

Nature and Purposes of Processing

Lotame will Process Personal Data as necessary to provide the Lotame Products and Services to Customer, as further instructed by Customer.

Lotame Processes Personal Data for the following purposes:

- Interest based advertising
- Cross device matching
- Personalized content delivery
- Campaign analytics and insights
- ID syncing
- Market research

Special Categories of Data

At the request and direction of Customer, Lotame may Process special categories of data.

Schedule 2

Technical and Security Safeguards

Data Transmission: All customer interactions with the Lotame Products and Services are encrypted in transit with Secure Sockets Layer (SSL) technology using industry standard encryption practices.

Application Security: All user access to the Lotame DMP is protected by granular user privileges, including distinct read/write privileges. These privileges are packaged into reusable and customizable roles. Individual users are granted any number of roles, thus providing the capability to control specific responsibilities and access levels within a customer's organization.

Development Practices: Lotame utilizes industry-standard source code management systems to manage the introduction of new code into the product suite. Access to the code repositories is granted on an as needed basis only to employees within the Technology and Engineering organizations.

Hosting Infrastructure: The Lotame production infrastructure is hosted in a combination of Amazon Web Services (AWS) and Equinix co-location facilities. Both are top tier hosting providers with hardened and redundant facilities management practices. Lotame does not maintain any physical access to the AWS facilities, and remote access is restricted to named operations staff on as needed basis. Equinix is a top tier data center with multiple layers of physical security, including on site security personnel, photo id requirements for all on site visits, and multiple layers of biometric access restrictions. They provide a fully redundant and fault tolerant infrastructure, including on site power generation in the event of the failure of a public utility. The Lotame footprint within the facilities is itself internally fault tolerant and fully redundant at the hardware, software, and connectivity layers.

Configuration Management: Lotame utilizes automated configuration management tools to manage application runtimes and configuration parameters across our infrastructure, with access restricted to staff that support releases and operations. Within the configuration management information architecture, credentials used by automated systems (e.g. database logins) are isolated from general application configuration parameters to further limit access to such credentials.

Schedule 3
Sub-Processors

Amazon Web Services, Inc.

Third party hosting provider for the Lotame Products and Services.

Equinix, Inc.

Co-location hosting and interconnectivity provider.

Tapad, Inc.

Data analytics provider

Domo, Inc.

Data analytics provider