

## **FIRST AMENDED LIMITED SERVICE PROVIDER AGREEMENT**

This First Amended Limited Service Provider Agreement, including the attached Schedule A and Schedule B (collectively, this “Agreement”), constitutes a legal agreement between you (“Signatory” or “you”) and all other Signatories to this Agreement. IAB Privacy, LLC (“IAB” or “we”) is a limited Signatory to this Agreement solely for the express purposes of drafting, modifying, administering, and enforcing this Agreement. Please read this Agreement carefully, because by clicking “I Agree” and/or “Submit” on the registration page or otherwise manifesting assent to this Agreement, you agree to be bound by the terms herein. The individual accepting on behalf of Signatory represents that he or she is an authorized representative of Signatory capable of binding Signatory to this Agreement.

**1. DEFINITIONS.** The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

**1.1** “Advertiser” means the company that wishes to advertise its brands, products, and/or services via the Advertisements.

**1.2** “Advertisement” or “Ads” means materials or messages in any format that promote an Advertiser’s brands, products, and/or services.

**1.3** “Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

**1.4** “Business” has the meaning set forth in the CCPA.

**1.5** “Business Purpose” has the meaning set forth in the CCPA; provided, however, that unless otherwise prohibited by the CCPA, the items designated as “Business Purposes” in Schedule A shall constitute a Business Purpose hereunder. For the avoidance of doubt, the Permitted Operational Activities, when performed as set forth herein, constitute a subset of such Business Purposes.

**1.6** “CCPA” means the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

**1.7** “Consumer” has the meaning set forth in the CCPA.

**1.8** “Covered Opt Out Transaction” means: (i) a programmatic real-time bidding (“RTB”) transaction or any activity that supports such transaction; or (ii) a Direct Transaction; in each case of subsection (i) or (ii): (a) involving or supporting the purchase/sale of Inventory by Participants; (b) subject to Section 4.4, involving only Signatories; (c) falling within the jurisdiction of the CCPA; (d) that (x) Publisher has sent a “Yes” LSPA Transaction Signal (as defined below) pursuant to, and in accordance with, Section 3.1(a); (y) for which Publisher has preset the Opt-Out Signal (as defined below) to “Opt Out” for all Consumers pursuant to Section 3.2(ii) or Section 3.4(i); or (z) involves a Digital Property that a Publisher has designated an IPDP under IPDP Pathway 2 pursuant to, and in accordance with, Section 3.4(ii); and (e) the Consumer has Opted Out or is deemed to have Opted Out pursuant to Section 3.2(ii) or Section 3.4(i). In instances in which a Consumer has Opted Out in connection with a Digital Property that a Publisher has designated an IPDP under IPDP Pathway 2, in order for such transaction to constitute a Covered Opt Out Transaction, Publisher must notify the Downstream Participants with which it transacts of such Opt Out.

**1.9** “Device/Browser-Level Opt Out” means an Opt Out that applies only to the particular device (e.g., mobile or desktop hardware unit) or browser on which the applicable Consumer has Opted Out.

**1.10** “Digital Advertising Activities” means the list of activities designated as “Digital Advertising Activities” in Schedule A.

**1.11** “Digital Property” means a digital property (e.g., web page, mobile site, video digital property, video player, application, and retailer page) that is (i) owned, controlled, and/or operated by Publisher and designated by Publisher as a “Digital Property” on IAB’s registration page; and (ii) on which a Consumer’s Personal Information is collected.

**1.12** “Direct Transaction” means the purchase/sale of Inventory (generally, ad impressions in bulk) between Publisher and Advertiser (and sometimes facilitated through one or more Participants) as opposed to a programmatic, RTB transaction.

**1.13** “Downstream Participants” means all Participants other than Publishers.

**1.14** “In-Progress Digital Property” or “IPDP” means one (1) or more Digital Properties owned, controlled, and/or operated by a Publisher that becomes a Signatory, but does not have the ability to send all of the Signals set forth in Section 3.1 (a “Compliant Technical Build”).

**1.15** “Inventory” means digital Ad inventory on a Digital Property available for purchase.

**1.16** “Non-Opt Out Transaction” means a transaction that would otherwise qualify as a Covered Opt Out Transaction, but the Consumer has not: (i) Opted Out; or (ii) been deemed to have Opted Out pursuant to Section 3.2(ii) or Section 3.4(i).

**1.17** “Opt Out” means that: (i) a Consumer (or his or her authorized representative) has opted out of the Sale of such Consumer’s Personal Information as set forth in the CCPA; or (ii) a Consumer is deemed to have opted out of such Sale because Publisher has preset the Opt-Out Signal to “Opt Out” pursuant to Section 3.2(ii) or Section 3.4(i).

**1.18** “Participant” and the correlative “Participating” means a Signatory that: (i) is involved in a Covered Opt Out Transaction or Non-Opt Out Transaction; and (ii) provides and/or receives the Personal Information of a Consumer in connection therewith.

**1.19** “Permitted Digital Advertising Activity” means: (i) any Permitted Operational Activity; and (ii) a Digital Advertising Activity designated with a “Y” in the chart set forth in Schedule B for the particular Business Purpose set forth therein.

**1.20** “Permitted Operational Activity” means a Digital Advertising Activity performed by a Participating Service Provider that creates utility across Publishers and is necessary to carry out certain operational Business Purposes for Publishers (e.g., frequency capping); provided that such Service Provider’s use of the Personal Information shall be reasonably necessary and proportionate to perform such operational activity for which it was collected or processed.

**1.21** “Personal Information” has the meaning set forth in the CCPA.

**1.22** “Prohibited Purpose” means use of Personal Information by Downstream Participants for any purpose other than a Permitted Digital Advertising Activity, including, without limitation, (i) Selling the Personal Information; (ii) retaining, using, or disclosing the Personal Information for any purpose other than for the specific purpose of performing the services specified herein, including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing the services specified herein; and (iii) retaining, using, or disclosing the Personal Information outside of the direct business relationship between the Consumer and Publisher, unless for a Permitted Operational Activity. For the avoidance of doubt, using Personal Information to create or enhance a Consumer profile, a personalized Ad profile, or a personalized content profile are Prohibited Purposes.

**1.23** “Publishers” means the Participants that own, control, and/or operate Digital Properties. For the avoidance of doubt: (i) a Publisher can be a publisher or an advertiser that owns, controls, and/or

operates a Digital Property; and (ii) this Agreement applies only to a Publisher's Digital Properties it designates on IAB's registration page.

**1.24** "Sale" and the correlative "Sell" have the meaning set forth in the CCPA.

**1.25** "Service Provider" has the meaning set forth in the CCPA.

**1.26** "Signal" means a signal that is sent between companies relating to the purchase/sale of Inventory, as described more fully in Section 3.1 and the applicable specifications promulgated by the IAB Technology Laboratory, Inc. ("IAB Tech Lab").

**1.27** "Signatories" means the legal entities that have executed this Agreement. For Signatories that are Publishers, they shall have the right, but not the obligation, to bind their Affiliates to this Agreement by registering such Affiliates' Digital Properties on IAB's registration page. IAB and/or IAB Tech Lab shall compile, maintain, and provide a complete list of all Signatories and Digital Properties registered by Publishers (the "Signatory Identification List").

**1.28** "Subprovider" means a non-Signatory that enters into a contract with a Participant in connection with a Covered Opt Out Transaction where such contract involves the receipt or transfer of Personal Information.

**1.29** "Third Party" has the meaning set forth in the CCPA.

**1.30** "Underlying Agreements" means any agreements by, between, and/or among Signatories concerning a Covered Opt Out Transaction or a Non-Opt Out Transaction other than this Agreement.

**1.31** "User" means the user of a Digital Property to whom Advertising is served.

## **2. SCOPE OF AGREEMENT; ORDER OF PRECEDENT.**

**2.1 Scope of Agreement.** Any legal entity that engages in (e.g., submits bid requests/responses) or supports (e.g., measurement and fraud, analytics, and reporting) an RTB or Direct Transaction in the digital advertising industry is eligible to become a Signatory. Membership in IAB is not a predicate to participation or Signatory status. This Agreement applies to Covered Opt Out Transactions and, on the limited bases set forth herein, Non-Opt Out Transactions. Signatories that (i) receive Signals from non-Signatories; (ii) receive a "No" Signal to the LSPA Transaction Signal; or (iii) receive no Signal at all, can make their own independent decision about whether to proceed with that transaction. If they do proceed, such transaction operates outside of this Agreement. Signatories that receive a "Yes" signal for both the LSPA Transaction Signal and the Opt-Out Signal, indicating that the transaction is a Covered Opt Out Transaction, must, if they elect to proceed with the transaction, complete the transaction as a Covered Opt Out Transaction and only with other Signatories and/or, subject to Section 4.4, Subproviders. For the avoidance of doubt, Non-Opt Out Transactions can be completed between Signatories and non-Signatories.

**2.2 Order of Precedence.** If there are any conflicts between the terms of this Agreement, the CCPA, or an Underlying Agreement, such conflicts shall be resolved in the following descending order of priority: (i) the CCPA; (ii) this Agreement; and (iii) the Underlying Agreement. For the avoidance of doubt, nothing in this Section 2.2 is intended to supersede any rights, obligations, or remedies a Signatory may have pursuant to any Underlying Agreement other than with respect to the Sale and/or use of Personal Information.

## **3. OBLIGATIONS OF PUBLISHERS.**

**3.1 Sending of Signals.** In connection with any Covered Opt Out Transaction or Non-Opt Out Transaction that Publisher desires to transact under this Agreement, Publisher shall send the following Signals to the Downstream Participants with which it transacts (based upon specifications developed by the IAB Tech Lab), and Downstream Participants shall pass such Signals to Downstream Participants and Subproviders as set forth in Section 4.2:

(a) A Yes/No Signal stating whether Publisher is designating that the transaction falls within this Agreement (an “LSPA Transaction Signal”). If such LSPA Transaction Signal is “Yes” and the Opt-Out Signal is “Yes” pursuant to Section 3.1(c), Publisher may send its bid request for such Covered Opt Out Transaction only to Downstream Participants that are Signatories, and, if applicable, its Subproviders. If such LSPA Transaction Signal is “Yes” and the Opt-Out Signal is “No” pursuant to Section 3.1(c), Publisher may send its bid request to Signatories and non-Signatories. If such LSPA Transaction Signal is “No,” the transaction is outside the scope of this Agreement;

(b) A Yes/No Signal indicating it provided explicit notice as provided in Section 3.3 of this Agreement and the opportunity to Opt Out (the “115(d) Signal”); and

(c) A Yes/No Signal indicating whether the Consumer has Opted Out (the “Opt-Out Signal”), along with (i) an accompanying identifier to effectuate, at a minimum, a Device/Browser-Level Opt Out; and (ii) other metadata sent by the browser as necessarily required to make the Ad call. For the avoidance of doubt: (a) unless otherwise prohibited by the CCPA, in the event of an Opt Out, nothing in this Agreement shall prohibit Publisher from exercising its independent business judgment to serve the applicable Consumer with a non-targeted Ad or an Ad based solely on Publisher’s first-party data and/or third-party data received by Publisher; and (b) to the extent a non-identified Consumer effectuates a Device/Browser-Level Opt-Out, Publisher may, in its discretion, request additional information from the Consumer to allow for such Consumer to Opt Out across various devices and browsers (and send such additional information to Downstream Participants as necessary). For the avoidance of doubt, this Section 3.1(c) is not intended to limit the data fields that may be sent in connection with any Covered Opt Out Transaction or Non-Opt Out Transaction, provided such submission does not violate this Agreement, including, without limitation, any and all data use limitations and restrictions, or the CCPA.

**3.2 Do Not Sell Link; Automatic Opt-Out.** Publisher shall either (i) include a “Do Not Sell My Personal Information” or “Do Not Sell My Info” link (the “Link”) or use an icon that may, in the future, be designated by IAB or the California Attorney General (the “Icon”), along with the explicit notice described in Section 3.3; or (ii) preset the Opt-Out Signal to “Opt Out” for all Consumers. If Publisher elects to include the Link or the Icon on the Digital Property, Publisher shall, at a minimum, place such Link or Icon clearly and conspicuously on (a) the Digital Property’s home page and; (b) any other pages on the Digital Property where Personal Information is collected or, in the case of a mobile application, such mobile application’s “settings” page or similar page (e.g., “About,” “Information”).; ~~and (c) in its privacy policy for the Digital Property~~ Additionally, in the Publisher’s privacy policy, Publisher shall include (x) a link to the page to which the Consumer is directed after clicking on the Link or the Icon or (y) the Link or Icon-

**3.3 Explicit Notice.** If Publisher elects to comply with Section 3.2(i) instead of Section 3.2(ii), the following will apply:

(a) Publisher shall provide -(i) a “California Notice” (or similar language) link near the Link or the Icon, which directs the Consumer to the explicit notice; or (ii) explicit notice within ~~“the Internet web~~ page to which the Consumer is directed ~~[Consumer is directed]~~ after clicking on the Link or the Icon. ~~Cal. Code Regs. tit. 11, § 999.306(b) (draft).~~ In either case, Publisher, at its discretion, can supplement the explicit notice provided with the notice required by Cal. Civ. Code § 1798.100(b).

(b) Although Publisher has sole discretion to determine the precise language of the explicit notice, Publisher shall comply with the CCPA, and the notice must disclose, at a minimum, using plain language developed by Publisher: (i) that Publisher collects Personal Information when the Consumer visits the Digital Property; (ii) that Publisher may Sell the Personal Information to other parties, including in order to deliver Ads tailored to the Consumer’s interests; (iii) that the Consumer has the right to Opt Out of the Sale of the Consumer’s Personal Information by clicking on the Link or the Icon (or, where the explicit notice is provided pursuant to Section 3.3(a)(ii), that the Consumer has the right to Opt Out of such Sale by following the instructions on the page to which the Consumer is directed

after clicking such Link or Icon); (iv) the effective scope of the Opt Out and how to exercise the Opt Out, if applicable; (v) that Opting Out through the Link or the Icon may not mean the Consumer will stop seeing Ads; (vi) that the Consumer may still see interest-based Ads, and to learn more about interest-based advertising across sites and additional opt-out choices, the Consumer should go to one or more industry opt-out links (e.g., <http://optout.aboutads.info/#/>, <http://optout.networkadvertising.org/#/>, and <http://www.aboutads.info/appchoices>); and (vii) that in the event the Consumer Opted Out of the Sale for purposes of the CCPA, but does not opt out of interest-based advertising more generally, the Consumer may receive Ads tailored to his or her interests based upon Personal Information (a) not Sold by the Publisher; ~~(b) Sold to Downstream Participants before the Consumer Opted Out; (b) Sold to Downstream Participants at least ninety (90) days before the Consumer Opted Out;~~ or (c) Sold by other sources from which the Consumer has not Opted Out. For the avoidance of doubt, after a Consumer Opted Out, Publishers that do not continue serving tailored Ads based on the Personal Information for which such Consumer did not Opt Out are not required to make the disclosure described in subsections (vi) and (vii) above.

**3.4 IPDPs.** A Publisher can become a Signatory while it works towards completion of a Compliant Technical Build for Digital Properties that it registers on IAB's registration page as IPDPs. There are three (3) pathways to doing so: (i) first, a Publisher can choose to cause Downstream Participants to become its Service Providers by causing the Opt-Out Signal sent pursuant to Section 3.1(c) to be preset to "Yes" on its designated Digital Properties ("IPDP Pathway 1"). If the Publisher elects IPDP Pathway 1, it may elect not to include the Link or the Icon on such Digital Properties; (ii) second, a Publisher can utilize its own mechanism to notify Downstream Participants of a Consumer Opt Out on its designated Digital Properties ("IPDP Pathway 2"); and (iii) third, a Publisher that does not have the ability (or chooses not) to preset the Opt-Out Signal on its Digital Properties to "Yes" pursuant to Section 3.1(c) can participate under this Section 3.4 by committing to a Compliant Technical Build, provided that any RTB transactions entered into by such Publisher in connection with such Digital Properties shall be outside the scope of this Agreement ("IPDP Pathway 3"), and no such Digital Properties shall be included by such Publisher on IAB's registration page. In each case above, such Publisher shall: (a) actively and in good faith use commercially reasonable efforts to complete its Compliant Technical Build as soon as possible after becoming a Signatory; and (b) upon completion of such Compliant Technical Build, notify IAB in writing of the same and comply with all of the technical requirements imposed on Publishers under this Agreement.

**3.5 Designation of Service Providers for Permitted Operational Activities.** Publishers hereby designate Downstream Participants in their Covered Opt Out Transactions as their Service Providers to collectively perform the Permitted Operational Activities. -For the avoidance of doubt, nothing in this Agreement precludes, restricts, or otherwise limits a Downstream Participant's right to utilize data obtained from a non-Signatory in connection with its Permitted Operational Activities.

#### **4. OBLIGATIONS OF, AND RESTRICTIONS ON, DOWNSTREAM PARTICIPANTS.**

**4.1 Limited Service Provider Status.** In the event of an Opt Out and Publisher's passing the Opt-Out Signal, all Downstream Participants shall be deemed, and shall serve in the limited capacity of, Service Providers on behalf of Publisher solely to perform their obligations with respect to the Covered Opt Out Transaction. In doing so, Publishers designate Downstream Participants in their Covered Opt Out Transactions as their Service Providers to perform the Permitted Digital Advertising Activities, as set forth herein.

**4.2 Restrictions on Data Flow; Passing of Signals.** If a Downstream Participant receives an LSPA Transaction Signal designated "Yes" and an Opt-Out Signal designated "Yes," it shall: (i) confirm that the counterparties with which it transacts in connection with the Covered Opt Out Transaction (other than Subproviders) are Signatories by using the Signatory Identification List; -(ii) pass any Signals it receives from Publisher (or other Downstream Participants) to such counterparties and, if



applicable, Subproviders with which it transacts in connection with the Covered Opt Out Transaction; and (iii) pass the bid request and any attendant Personal Information only to such Signatories and/or Subproviders.

**4.3 Restrictions on Data Usage.** In the event of an Opt Out and the passing of the Opt-Out Signal as set forth herein, Downstream Participants may use the Personal Information of the Opted-Out Consumer: (i) only for Permitted Digital Advertising Activities and not for any Prohibited Purposes; and (ii) to engage in bid decisioning, in each case, only using the Personal Information of the Opted-Out Consumer (a) Sold by Publisher to such Downstream Participants ~~at least ninety (90) days before the prior to such Consumer's Opt Out Consumer Opted Out~~ (provided such Consumer has not otherwise submitted a valid deletion request pursuant to, and in accordance with, the CCPA); and/or (b) Sold by other sources from which such Consumer has not Opted Out. Nothing herein prohibits Downstream Participants from using "Aggregate Consumer Information" or "Deidentified" information (each as defined in the CCPA) in any manner consistent with the CCPA.

**4.4 Usage of Subproviders.** A Participant may engage Subproviders to receive or transfer Personal Information in connection with a Covered Opt Out Transaction, so long as: (i) each such Subprovider has the technical capability to receive, interpret, and comply with (in accordance with the CCPA and Sections 4.2 and 4.3 above), and, if necessary for the performance of the applicable service, accurately re-transmit all Signals transmitted in connection with a Covered Opt Out Transaction; (ii) each such Subprovider is bound by a written agreement with the engaging Participant that: (a) includes, and requires such Subprovider to comply with, the obligations of a Downstream Participant as set forth in Sections 4.2 and 4.3 above to the same extent as if such Subprovider were a Signatory; (b) requires such Subprovider to ensure it receives, interprets, and complies with (in accordance with the CCPA and Sections 4.2 and 4.3 above), and, if necessary for the performance of the applicable service, accurately re-transmits all Signals transmitted in connection with the Covered Opt Out Transaction; and (c) provides Participant with an audit right as it relates to the Subprovider for the Covered Opt Out Transaction or requires the Subprovider to provide Participant with a certification of compliance with the obligations required by this Section; and (iii) in the event of a violation by Subprovider of the CCPA or the provisions required by subsections (ii)(a)-(c) of this Section, the engaging Participant shall terminate such Subprovider's participation in Covered Opt Out Transactions until the issue causing the violation is cured and a detailed certification of its cure is provided to the engaging Participant (in addition to any other remedies or rights imposed by applicable law or contract).

## **5. TERM AND TERMINATION.**

**5.1 Term.** With respect to a particular Signatory, the term of this Agreement (the "Term") commences on the date such Signatory accepts this Agreement and shall continue until this Agreement is terminated in accordance with Section 5.2 or such Signatory is removed or withdraws from this Agreement in accordance with Section 5.3 or Section 5.4, respectively.

**5.2 Termination.** This Agreement may be terminated at any time by IAB upon sixty (60) days' written notice to the Signatories; provided, however, that IAB may terminate this Agreement with immediate effect pursuant to, and in accordance with, Section 10.5(b).

**5.3 Signatory Removal.** IAB may remove a Signatory from its position as a Signatory if (i) a court of competent jurisdiction determines that such Signatory breached this Agreement pursuant to Section 8(III); or (ii) such Signatory fails to satisfy the standards established for passing an audit pursuant to Section 6.

**5.4 Withdrawal.** A Signatory may withdraw as a Signatory: (i) at any time upon thirty (30) days' written notice to IAB, but during such thirty (30) day notice period, the obligations and restrictions set forth herein shall continue to apply to such Signatory; or (ii) pursuant to, and in accordance with, Section 10.5(b).

**5.5 Effect of Termination of this Agreement.** Upon termination of this Agreement, except as set forth in Section 5.7, the rights, obligations, and restrictions hereunder of the Signatories shall immediately cease, except in connection with any in-flight Covered Opt Out Transactions, in which case this Agreement shall continue to apply for such Covered Opt Out Transactions.

**5.6 Effect of Removal or Withdrawal of a Signatory.** Upon the removal or withdrawal of a Signatory from this Agreement, except as set forth in Section 5.7, the rights, obligations, and restrictions hereunder of such Signatory shall immediately cease, except in connection with any in-flight Covered Opt Out Transactions involving such Signatory, in which case this Agreement shall continue to apply to such Signatory for such Covered Opt Out Transactions.

**5.7 Survival.** The following provisions will survive termination of this Agreement with respect to all Signatories and/or any removal or withdrawal of a Signatory with respect to such Signatory: Section 1 (“Definitions”); Section 2.2 (“Order of Precedence”); Section 5.5 (“Effect of Termination of this Agreement”); Section 5.6 (“Effect of Removal or Withdrawal of a Signatory”); Section 6 (“Records; Audit”); Section 7.4 (“Disclaimer”); Section 8 (“Limitation of Liability”); Section 9 (“Indemnification”); Section 10 (“General Provisions”), and this Section 5.7 (“Survival”).

**6. RECORDS; AUDIT.** IAB, Interactive Advertising Bureau, Inc., and/or IAB Tech Lab may promulgate auditing rules concerning compliance with this Agreement following consultation with the Legal Affairs Council of the Interactive Advertising Bureau, Inc. Upon such promulgation, on an annual basis: (i) each Downstream Participant, at its own expense, shall cause an independent third-party auditor reasonably acceptable to IAB to: (a) audit Signatory’s records demonstrating its compliance with the terms of this Agreement (the “Records”); and (b) provide IAB and/or its auditing review representative, as directed by IAB, with the results and conclusions (which, for the avoidance of doubt, shall be treated as Records) of such audit; and (ii) each Publisher shall self-certify as to its compliance with this Agreement, and, upon request, shall provide to IAB and/or its designated auditing review representative documentation substantiating the same (“Documentation”). If any such audit of Downstream Participant or self-certification and/or provision of Documentation by Publisher reveals that such Signatory is in breach of this Agreement, IAB may: (A) require such Signatory to undergo another audit and/or provide additional Documentation to validate compliance; or (B) without waiving any rights hereunder, exercise its rights in accordance with Section 5.3. Each Signatory will be required to maintain its Records and Documentation for up to two (2) years, as specified in the auditing or self-certification program, and, upon written request from IAB or IAB’s designated auditing review representative (if applicable), provide such Records or Documentation to IAB, IAB’s designated auditing review representative (if applicable), and/or the IAB-approved third-party auditing firms engaged by Signatories (collectively, the “Approved Parties”). IAB shall use such Records and Documentation only to perform its obligations hereunder and shall disclose such Records and Documentation only to the Approved Parties, all involved Signatories, and to any other third party as required by applicable law. No Signatory shall be required to turn over Records or Documentation in violation of any confidentiality obligation imposed on it by another Signatory or by a third party. Approved Parties may use such Records and Documentation solely to evaluate the Signatory’s (and any other Signatory’s) compliance with the terms of this Agreement and/or the then-applicable auditing rules.

**7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

**7.1 Mutual Representations and Warranties.** Each Signatory represents and warrants to the other Signatories that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (ii) the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Signatory and have been duly authorized by all necessary corporate action on the part of such Signatory, and constitute a valid and binding agreement of such Signatory; (iii) it has

the full power, authority, and right to perform its obligations and grant the rights it grants hereunder; and (iv) it will adhere to its deletion obligations pursuant to the CCPA.

**7.2 Additional Representations and Warranties of Publishers.** In addition to the representations and warranties set forth in Section 7.1, each Publisher represents and warrants to the other Signatories that in connection with any Covered Opt Out Transaction or Non-Opt Out Transaction for which it has sent a Signal: (i) it is a Business for such transaction; (ii) it has undertaken commercially reasonable efforts to determine that the User is a Consumer or it has assumed that all Users on the Digital Property are Consumers; and (iii) it complies in all material respects with Cal. Civ. Code § 1798.120(c) with respect to Consumers it knows to be less than sixteen (16) years of age.

**7.3 Additional Representation and Warranty of Downstream Participants.** In addition to the representations and warranties set forth in Section 7.1, each Downstream Participant represents and warrants to the other Signatories that: (i) it understands the restrictions set forth in Section 4 above and will comply with such restrictions; and (ii) it shall not modify any Signal designated by a Publisher and, in connection with any Covered Opt Out Transaction, shall transmit such Signal in a timely and accurate fashion to the Downstream Participants and Subproviders with which it transacts.

**7.4 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1, SECTION 7.2, AND SECTION 7.3, NO SIGNATORY MAKES ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES UNDER THIS AGREEMENT. TO THE EXTENT THAT A SIGNATORY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

**8. LIMITATION OF LIABILITY.** EXCEPT IN CONNECTION WITH YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, IN NO EVENT WILL A SIGNATORY BE LIABLE TO ANY OTHER SIGNATORY (OR ANY OTHER PARTY CLAIMING RIGHTS THROUGH SUCH OTHER SIGNATORIES) FOR ANY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES AND LOST REVENUES OR PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH SIGNATORY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THE SIGNATORIES HEREBY ACKNOWLEDGE AND AGREE THAT: (I) NO MONETARY DAMAGES MAY BE AWARDED UNDER THIS AGREEMENT; (II) ANY MONETARY DAMAGES MUST BE RECOVERED UNDER THE UNDERLYING AGREEMENTS, IF APPLICABLE, OR THROUGH SOME OTHER MEANS; AND (III) NOTHING HEREIN SHALL PRECLUDE OR LIMIT A SIGNATORY'S RIGHT TO SEEK INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE, OR A DECLARATORY JUDGMENT REGARDING OTHER SIGNATORIES' PERFORMANCE HEREUNDER.

**9. INDEMNIFICATION.** You will defend, indemnify, and hold harmless IAB, IAB Tech Lab, Interactive Advertising Bureau, Inc., and our and their respective officers, directors, managers, and employees from any and all damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by such parties in connection with any third-party suit, action, claim, or proceeding ("Claim") arising from your breach of this Agreement; provided, however, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the third-party Claim; and (ii) providing you, at your expense, with reasonable cooperation in the defense of the third-party Claim.

## **10. GENERAL PROVISIONS.**

**10.1 Assignment; Name Changes.** Each Signatory shall use commercially reasonable efforts to provide written notice to IAB within five (5) business days after an assignment or name change of a



Signatory, so IAB may update the Signatory Identification List. This Agreement will be binding upon and inure to the benefit of the Signatories and their successors and assigns.

**10.2 Waiver.** No failure or delay by a Signatory in exercising any right or remedy under this Agreement shall operate or be deemed as a waiver of any such right or remedy.

**10.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions thereof.

**10.4 Exclusive Forum.** The Signatories hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of California for all Claims directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including, but not limited to, objections based on improper venue or inconvenient forum, and each Signatory hereby irrevocably submits to the exclusive jurisdiction of such courts in any Claims arising out of or relating to this Agreement.

**10.5 Modifications; Changes in Law.**

(a) After notification and consultation with the Legal Affairs Council of the Interactive Advertising Bureau, Inc. or a subcommittee thereof, IAB may modify this Agreement at any time by providing you written notice (including via email) of such modification, and any such modification shall automatically go into effect ninety (90) days after we provide such notice.

(b) In addition, Signatories hereby acknowledge that: (i) the state of the law with respect to the CCPA is unsettled; and (ii) new provisions to, or changes in, the CCPA or changes in the interpretation of the CCPA by an enforcement authority or court of competent jurisdiction (a “Change in Law”) may hold that this Agreement, in whole or in part, is not permissible. If a Change in Law holds that this Agreement, in whole or in part, is not permissible, frustrates the purpose of this Agreement, or imposes a material obligation on a Signatory, IAB may modify this Agreement on written notice to you (and whenever practical, will provide such notice at least thirty (30) days in advance of such modification’s effective date following consultation with the Legal Affairs Council of the Interactive Advertising Bureau, Inc. or a subcommittee thereof). Such modification shall automatically go into effect upon receipt of such notification or as otherwise described in the notice; provided you may terminate your participation in this Agreement within thirty (30) days of receipt of such written notice. If such Change in Law cannot be addressed on commercially reasonable terms, IAB may terminate this Agreement on written notice to you with immediate effect.

**10.6 Notices.** All notices required under this Agreement (other than routine operational communications) must be in writing and delivered via email to the addresses included by Signatories in the Signatory Identification List. Any notices to IAB shall be emailed to [info@iabprivacy.com](mailto:info@iabprivacy.com).

**10.7 Independent Contractors.** With respect to this Agreement: (i) Signatories are independent contractors; (ii) no Signatory shall be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other Signatories for any purpose; and (iii) no Signatory shall have any right, power, or authority to create any obligation or responsibility on behalf of the other Signatories.

**10.8 Severability.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect. Any provision of this Agreement, which is unenforceable in any jurisdiction, shall be ineffective only as to that jurisdiction, and only to the extent of such unenforceability, without invalidating the remaining provisions hereof.

**10.9 Force Majeure.** No Signatory shall be deemed to be in breach of this Agreement for any failure or delay in performance to the extent caused by reasons beyond its reasonable control, including, but not limited to, acts of God, earthquakes, strikes, or shortages of materials or resources.

**10.10 Third-Party Beneficiaries.** Except as set forth in Section 9, there are no other third-party beneficiaries under this Agreement.

**10.11 Complete Understanding.** This Agreement, when read in conjunction with the Underlying Agreements, constitutes the final and complete agreement between the Signatories regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations, or agreements between the Signatories, whether oral or written.

**10.12 Electronic Signatures.** You consent and agree that: (i) your clicking of the “I Accept” and/or “Submit” buttons on IAB’s registration page constitutes your electronic signature, acceptance, and agreement under the United States federal E-SIGN legislation; and (ii) such electronic signature and our electronic signature will meet the requirements of an original signature as if actually signed by you and us, respectively, in writing. Further, you agree that no certification authority or other third-party verification is necessary to the enforceability of your signature. At our request, any electronically signed document must be re-executed in original form by you. No party hereto may raise the use of an electronic signature as a defense to the enforcement of this Agreement or any other document executed in compliance with this Agreement.

## **SCHEDULE A – BUSINESS PURPOSES AND DIGITAL ADVERTISING ACTIVITIES**

1. **Business Purposes.** As set forth in Section 1798.140(d) of the CCPA, the following shall constitute Business Purposes:

(a) **Auditing.** Auditing related to a current interaction with the Consumer and concurrent transactions, including, but not limited to, counting Ad impressions to unique visitors, verifying positioning and quality of Ad impressions, and auditing compliance. See Section 1798.140(d)(1).

(b) **Security/Fraud.** Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity. See Section 1798.140(d)(2); Cal. Code Regs. tit. 11, § 999.314(c) (draft).

(c) **Debugging.** Debugging to identify and repair errors that impair existing intended functionality. See Section 1798.140(d)(3).

(d) **Short-Term Transient Use.** Short-term, transient use, provided the Personal Information is not disclosed to another Third Party and is not used to build a profile about a Consumer or otherwise alter an individual Consumer's experience outside the current interaction, including, but not limited to, the contextual customization of Ads shown as part of the same interaction. See Section 1798.140(d)(4).

(e) **Maintaining or Servicing Accounts.** Maintaining or servicing accounts on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(f) **Customer Service.** Providing customer service on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(g) **Processing or Fulfilling Orders and Transactions.** Processing or fulfilling orders and transactions on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(h) **Verifying Customer Information.** Verifying customer information on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(i) **Processing Payments.** Processing payments on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(j) **Providing Financing.** Providing financing on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(k) **Providing Advertising or Marketing Services.** Providing advertising or marketing services on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(l) **Providing Analytic Services.** Providing analytic services on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(m) **Providing Similar Services.** Providing services similar to those set forth in subsections (e) through (l) above on behalf of the Business or Service Provider. See Section 1798.140(d)(5).

(n) **Internal Research.** Undertaking internal research for technological development and demonstration. See Section 1798.140(d)(6).

(o) **Quality/Safety.** Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the Business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the Business.

2. **Digital Advertising Activities.** The following shall constitute Digital Advertising Activities, in each case below, pursuant to a valid Business Purpose as set forth herein:

(a) Store and/or Access Information on a Device – Service Providers may store and access information on the device such as cookies and device identifiers.

(b) Select Basic Ads – Service Providers may: (i) use real-time information about the context in which the Ad will be shown to show the Ad, including information about the content and the device, such as device type and capabilities, user agent, URL, and IP address; (ii) use a Consumer’s non-precise geolocation data (i.e., only an approximate location involving at least a radius of 500 meters); (iii) control the frequency of Ads shown to a Consumer; (iv) sequence the order in which Ads are shown to a Consumer; and (v) prevent an Ad from serving in an unsuitable editorial (e.g., brand-unsafe) context. Service Providers may not create or enhance a personalized Ads profile or Consumer profile using this information for the selection of future Ads.

(c) Select Personalized Ads – Service Providers may select personalized Ads based on an existing Consumer profile or other historical Consumer data, including a Consumer’s prior activity, interests, visits to sites or apps, location, or demographic information.

(d) Measure Ad Performance – Service Providers may: (i) measure whether and how Ads were delivered to, and interacted with by, Consumers; (ii) provide reporting about Ads, including their effectiveness and performance; (iii) provide reporting about Consumers who interacted with Ads using data observed during the course of the Consumer’s interaction with that Ad; (iv) provide reporting to Publishers about the Ads displayed on their Digital Properties; (v) measure whether an Ad is serving in a suitable editorial environment (e.g., brand-safe) context; and (vi) determine the percentage of the Ad that had the opportunity to be seen and the duration of that opportunity. Service Providers may not apply panel- or similarly-derived audience insights data to Ad measurement data without a separate Business Purpose to apply market research to generate audience insights.

(e) Apply Market Research to Generate Audience Insights – Service Providers may: (i) provide reporting about the audiences reached by Ads through panel-based and similarly-derived insights; (ii) provide reporting to Participating Publishers or other Participants designated by Publishers about the audiences that were served or interacted with content and/or Ads on their Digital Property by applying panel-based and similarly-derived insights; and (iii) associate offline data with an online Consumer for the purposes of market research to generate audience insights. Service Providers may not measure the performance and effectiveness of Ads that a specific Consumer was served or how the Consumer interacted with it without a separate Business Purpose to measure the Ad.

(f) Technically Deliver Ads ~~or Content~~ – Service Providers may: (i) use a Consumer’s IP address to technically deliver an Ad; (ii) respond to a Consumer’s interaction with an Ad by sending the Consumer to a landing page; ~~(iii) use a Consumer’s IP address to technically deliver content; (iv) respond to a Consumer’s interaction with content by sending the Consumer to a landing page;~~ and ~~(iii)~~ use information about the device type and capabilities for delivering Ads ~~or content~~, for example, to deliver the right size Ad creative or video file in a format supported by the device. Service Providers may not conduct any other data processing operation allowed under a different subsection herein under this subsection (f).

**SCHEDULE B - PERMITTED DIGITAL ADVERTISING ACTIVITIES**

|   | Auditing                      | Security/Fraud | Debugging | Short-Term Transient Use | Maintaining or Servicing Accounts | Customer Service | Processing or Fulfilling Orders and Transactions | Verifying Customer Information | Processing Payments | Providing Financing | Providing Advertising or Marketing Services | Providing Analytic Services | Providing Similar Services | Internal Research | Quality/Safety |
|---|-------------------------------|----------------|-----------|--------------------------|-----------------------------------|------------------|--|--------------------------------|---------------------|---------------------|---|-----------------------------|----------------------------|-------------------|----------------|
| <b>Digital Advertising Activities</b>               | <b>CCPA Business Purposes</b> |                |           |                          |                                   |                  |  |                                |                     |                     |   |                             |                            |                   |                |
| Store and/or access information on a device         | Y                             | Y              | Y         | Y                        | N                                 | N                | Y  | N                              | N                   | N                   | Y   | Y                           | N                          | N                 | N              |
| Select basic Ads                                    | N                             | Y              | Y         | Y                        | N                                 | N                | Y  | N                              | N                   | N                   | Y   | N                           | N                          | N                 | N              |
| Create a personalised Ads profile                   | N                             | N              | N         | N                        | N                                 | N                | N  | N                              | N                   | N                   | N   | N                           | N                          | N                 | N              |
| Select personalised Ads                             | N                             | Y              | Y         | Y                        | N                                 | N                | Y  | N                              | N                   | N                   | Y   | N                           | N                          | N                 | N              |
| Create a personalised content profile               | N                             | N              | N         | N                        | N                                 | N                | N  | N                              | N                   | N                   | N   | N                           | N                          | N                 | N              |
| Measure Ad performance                              | Y                             | Y              | Y         | N                        | N                                 | N                | Y  | N                              | N                   | N                   | Y   | Y                           | N                          | N                 | N              |
| Apply market research to generate audience insights | Y                             | Y              | Y         | N                        | N                                 | N                | N  | N                              | N                   | N                   | Y   | Y                           | N                          | Y                 | N              |
| Technically deliver Ads                             | N                             | Y              | Y         | Y                        | N                                 | N                | Y  | N                              | N                   | N                   | Y   | N                           | N                          | N                 | N              |