

IAB SECOND AMENDED AND RESTATED MULTI-STATE PRIVACY AGREEMENT

This IAB Second Amended and Restated Multi-State Privacy Agreement, including the attached Schedules (collectively, this “Agreement” or the “MSPA”), constitutes a legal agreement between you (“Signatory” or “you”) and all other Signatories to this Agreement. IAB Privacy, Inc. (“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 as of the Effective Date. 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; SECTION REFERENCES. 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. Unless otherwise stated herein, all section references are to sections contained in the body of this Agreement.

1.1 “Ad Fraud Detection” means detection of potential Ad fraud with respect to Ads served on one (1) or more Publisher Digital Properties.

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

1.3 “Advertiser” means a company that (i) advertises its brands, products, and/or services via the Advertisements; and/or (ii) interacts with Consumers on its Digital Properties or through its Ads in relation to its brands, products, and/or services.

1.4 “Ad Viewability” means determination of whether an Ad was viewable by a User on a Publisher Digital Property.

1.5 “Affiliate” means any Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, a specified Person.

1.6 “Applicable Jurisdiction” means the applicable state enacting the Applicable State Privacy Law.

1.7 “Applicable Jurisdiction (EC)” means the applicable state enacting the Applicable State Privacy Law, excluding California.

1.8 “Applicable Jurisdiction (EF)” means the applicable state enacting the Applicable State Privacy Law, excluding Florida.

1.9 “Applicable State Privacy Law(s)” means, as applicable, the (i) Connecticut Act; (ii) Colorado Act; (iii) CCPA; (iv) Utah Act; (v) Virginia Act; (vi) Montana Act; (vii) Tennessee Act; (viii) Iowa Act; (ix) Indiana Act; (x) Texas Act; (xi) Oregon Act; (xii) Delaware Act; or (xiii) Florida Act, depending on which law applies pursuant to Section 3.1, provided that the law is applicable to a Signatory pursuant to the statutory thresholds in Cal. Civ. Code 1798.140(d), Virginia Code 59.1-576(A), Colo. Rev. Stat. 6-1-1304(1), Conn. Gen. Stat. § 42-516, Utah Act 13-

61-102(1), Iowa Code § 715D.2(1), Ind. Code Ann. § 24-15-1-1(a), Montana Act Sec. 3, Tenn. Code Ann. 47-18-3202, Tex. Bus. & Com. Code § 541.002(a), Oregon Act Sec. 2(1), Del. Code Ann. tit. 6, § 12D-103(a), and Fla. Stat. §§ 501.702(9) and § 501.703(1). For purposes of this Agreement, the Florida Act is applicable only if the First Party is subject to the Florida Act with respect to the applicable Covered Transaction.

1.10 “Applicable State Privacy Laws (EC)” means, as applicable, the (i) Connecticut Act; (ii) Colorado Act; (iii) Utah Act; (iv) Virginia Act; (v) Montana Act; (vi) Tennessee Act; (vii) Iowa Act; (viii) Indiana Act; (ix) Texas Act; (x) Oregon Act; (xi) Delaware Act; or (xii) Florida Act, depending on which law applies pursuant to Section 3.1, but excluding the CCPA, provided that the law is applicable to a Signatory pursuant to the statutory thresholds in Virginia Code 59.1-576(A), Colo. Rev. Stat. 6-1-1304(1), Conn. Gen. Stat. § 42-516, Utah Act 13-61-102(1), Iowa Code § 715D.2(1), Ind. Code Ann. § 24-15-1-1(a), Montana Act Sec. 3, Tenn. Code Ann. 47-18-3202, Tex. Bus. & Com. Code § 541.002(a), Oregon Act Sec. 2(1), Del. Code Ann. tit. 6, § 12D-103(a), and Fla. Stat. §§ 501.702(9) and § 501.703(1). For purposes of this Agreement, the Florida Act is applicable only if the First Party is subject to the Florida Act with respect to the applicable Covered Transaction.

1.11 “Applicable State Privacy Laws (EF)” means, as applicable, the (i) Connecticut Act; (ii) Colorado Act; (iii) CCPA; (iv) Utah Act; (v) Virginia Act; (vi) Montana Act; (vii) Tennessee Act; (viii) Iowa Act; (ix) Indiana Act; (x) Texas Act; (xi) Oregon Act; or (xii) Delaware Act, depending on which law applies pursuant to Section 3.1, but excluding the Florida Act, provided that the law is applicable to a Signatory pursuant to the statutory thresholds in Cal. Civ. Code 1798.140(d), Virginia Code 59.1-576(A), Colo. Rev. Stat. 6-1-1304(1), Conn. Gen. Stat. § 42-516, Utah Act 13-61-102(1), Iowa Code § 715D.2(1), Ind. Code Ann. § 24-15-1-1(a), Montana Act Sec. 3, Tenn. Code Ann. 47-18-3202, Tex. Bus. & Com. Code § 541.002(a), Oregon Act Sec. 2(1), and Del. Code Ann. tit. 6, § 12D-103(a).

1.12 “Apply Market Research to Generate Campaign Insights” means to generate reports through panel-based and similarly derived insights or to associate measurement data or offline data with a Consumer for purposes of better understanding the impact of an Ad campaign or the types of audiences served (e.g., brand awareness and offline sales lift).

1.13 “Business” has the meaning set forth in the CCPA.

1.14 “Business Purposes” shall include the following in the context of the CCPA and this Agreement:

(a) Auditing. Auditing related to counting Ad impressions to unique visitors, verifying positioning and quality of Ad impressions, and auditing compliance with this Agreement and other standards.

(b) Customer Service. Providing customer service on behalf of the Business.

(c) Debugging. Debugging to identify and repair errors that impair existing intended functionality.

(d) Internal Research. Undertaking internal research for technological development and demonstration.

(e) Maintaining or Servicing Accounts. Maintaining or servicing accounts on behalf of the Business.

(f) Processing or Fulfilling Orders and Transactions. Processing or fulfilling orders and transactions on behalf of the Business.

(g) Processing Payments. Processing payments on behalf of the Business.

(h) Providing Advertising and Marketing Services. Providing advertising and marketing services, except for Cross-Context Behavioral Advertising, to the Consumer, provided that for the purpose of advertising and marketing, a Service Provider shall not combine the Personal Information of opted-out Consumers that the Service Provider receives from, or on behalf of, the Business with Personal Information that the Service Provider receives from, or on behalf of, another Person or Persons, or collects from its own interaction with Consumers.

(i) Providing Analytic Services. Providing analytic services on behalf of the Business.

(j) Providing Financing. Providing financing on behalf of the Business.

(k) Providing Similar Services. Providing services similar to those set forth in subsections (b), (e), (f), (g), (i), (j), (l), and (p) on behalf of the Business.

(l) Providing Storage. Providing storage on behalf of the Business.

(m) 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/or to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the Business.

(n) Security/Integrity. Helping to ensure security and integrity to the extent the use of the Consumer's Personal Information is reasonably necessary and proportionate for these purposes.

(o) Short-Term Transient Use. Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a Consumer's current interaction with the Business, provided that the Consumer's Personal Information is not disclosed to any Third Party and is not used to build a profile about the Consumer or otherwise alter the Consumer's experience outside the current interaction with the Business.

(p) Verifying Customer Information. Verifying customer information on behalf of the Business.

1.15 “California Digital Advertising Activity” means a Digital Advertising Activity designated with a “Y” in the chart set forth in Schedule A for the particular Business Purpose set forth therein.

1.16 “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 *et seq.*, as amended by initiative Proposition 24, and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

1.17 “Certified Partner” means a participant in the digital advertising industry that meets the Certified Partner Program requirements set by IAB. For the avoidance of doubt, Certified Partners are not Signatories and have no obligations or rights under this Agreement. The rights and obligations of Certified Partners to Signatories in connection with Covered Transactions are set forth in the applicable Underlying Agreements between and among Certified Partners and Signatories.

1.18 “Certified Partner Program” means the program established and administered by IAB, in its sole discretion, that permits participants in the digital advertising industry that are not Signatories to process Covered Transactions as set forth herein.

1.19 “Choice Mechanism” means, as the context requires, one (1) or more of the individual variations set forth below:

(a) “Choice Mechanism (Sale and Share/Targeted Advertising)” with respect to a Consumer whom the First Party determines is a resident of:

(i) California, a “Do Not Sell or Share My Personal Information” link or alternate Opt-Out link that enables the Consumer to Opt Out of both Selling and Sharing Personal Information and that complies with Cal. Code Regs. tit. 11, §§ 7013 and 7015, as applicable; and

(ii) an Applicable Jurisdiction (EC), a clear and conspicuous method (*e.g.*, a link) that enables the Consumer to Opt Out of the Sale of Personal Information and Opt Out of the Processing of Personal Information for the purpose of Targeted Advertising.

(b) “Choice Mechanism (Sale or Share/Targeted Advertising),” also referred to herein severally as “Choice Mechanism (Sale),” “Choice Mechanism (Share),” and “Choice Mechanism (Targeted Advertising),” means, for a Consumer whom the First Party has determined is a resident of an Applicable Jurisdiction, a clear and conspicuous method (*e.g.*, a link) that enables the Consumer to Opt Out of the Sale, Sharing, or Processing of Personal Information for Targeted Advertising, as applicable.

(c) “Choice Mechanism (Unrelated or Incompatible Purposes)” means, with respect to a Consumer whom the First Party determines is a resident California, a mechanism that enables the Consumer to Consent to the Processing of the Consumer’s Personal Information for Digital Advertising Activities when the First Party determines that such Processing is unrelated to, or incompatible with, the purpose(s) for which such information was initially collected or Processed pursuant to Cal. Code Regs. tit. 11, § 7002.

(d) “Choice Mechanism (Not Reasonably Necessary nor Compatible Purposes)” means, with respect to a Consumer whom the First Party determines is a resident of an Applicable Jurisdiction (EC), a mechanism that enables the Consumer to Consent to the Processing of the Consumer’s Personal Information for Digital Advertising Activities when the First Party determines that such Processing is not reasonably necessary or compatible with the disclosed purpose(s) for which such information was Processed pursuant to Applicable State Privacy Laws (EC) (*see* Virginia Code 59.1-578(A)(2), Colo. Rev. Stat. 6-1-1308(4), Conn. Gen. Stat. § 42-520(a)(2), Ind. Code Ann. § 24-15-4-1(2), Tenn. Code Ann. 47-18-3204(a)(2), Tex. Bus. & Com. Code § 541.101(b)(1), Montana Act, Sec. 7(2)(a), Oregon Act, Sec. 5(1)(a) and 5(2)(a), Del. Code Ann. tit. 6, § 12D-106(a)(2), or Fla. Stat. § 501.71(2)(a)).

1.20 “Colorado Act” means the Colorado Privacy Act and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

1.21 “Connecticut Act” means the Connecticut Act Concerning Personal Data Privacy and Online Monitoring of 2022, Conn. Gen. Stat. § 42-515 *et seq.*, as changed, supplemented, amended, or replaced.

1.22 “Consent” has the meaning set forth in the Applicable State Privacy Law.

1.23 “Consumer” means either:

- (a) a “consumer” as defined by Applicable State Privacy Law; or
- (b) a User to whom the First Party elects to apply the U.S. National Approach.

1.24 “Contextual Advertising” means Advertising delivered to a Consumer on a Publisher’s Digital Property that is selected solely on the basis of the content of such Digital Property, the context of the Consumer’s current visit, or information available in real time about the Consumer’s network or device. For the avoidance of doubt, any method of selecting an Ad that would constitute Targeted Advertising is not Contextual Advertising.

1.25 “Contractor” has the meaning set forth in the CCPA.

1.26 “Control” or “controls” and the formatives “controlling” and “controlled” mean the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.

1.27 “Controller” means a “Business” as defined in the CCPA or a “Controller” as defined in the Applicable State Privacy Law (EC).

1.28 “Covered Transaction” means any transaction between and among one (1) or more: (i) First Parties; (ii) Downstream Participants; or (iii) Certified Partners that involves the Processing of a Consumer’s Personal Information and that the First Party elects to make subject to this Agreement, provided, however, that no such transaction that involves the Processing of Sensitive Personal Information or Minor Information is a Covered Transaction, except as may otherwise be provided for in an optional addendum to this Agreement that IAB may promulgate

to govern the Processing of Sensitive Personal Information or Minor Information by Signatories and Certified Partners for Digital Advertising Activities.

1.29 “Cross-Context Behavioral Advertising” shall have the same meaning as Targeted Advertising.

1.30 “Delaware Act” means the Delaware Personal Data Privacy Act, Del. Code Ann. tit. 6, § 12D-101 *et seq.*, as changed, supplemented, amended, or replaced.

1.31 “Digital Advertising Activities” means, collectively, the following activities when they involve the Processing of a Consumer’s Personal Information: (i) Third-Party Segment Creation; (ii) First-Party Advertising; (iii) Frequency Capping Activities; (iv) Targeted Advertising; (v) Negative Targeting; (vi) Measure Ad Performance; (vii) Apply Market Research to Generate Campaign Insights; (viii) Ad Fraud Detection; and (ix) Ad Viewability.

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

1.33 “Direct Transaction” means the purchase/sale of Inventory between a Publisher and Advertiser where the selection of audiences for such Ad impressions is not achieved through real-time bidding (“RTB”).

1.34 “Downstream Participant” means a Signatory and any of its Affiliates that Process Consumer Personal Information in connection with a Covered Transaction, other than the First Party to the Covered Transaction. Examples of Downstream Participants for a given Covered Transaction may include, but are not limited to, supply-side platforms managing a Publisher’s Ad Inventory; demand-side platforms bidding on Ad Inventory on behalf of Advertisers; measurement, anti-fraud, or ad verification vendors whose pixels or tags are included in Ad creative delivered to Publisher’s Ad Inventory; and, when they process Consumer Personal Information, Advertiser agencies that facilitate the planning, execution, and evaluation of an Advertiser’s digital Ad campaign.

1.35 “Effective Date” means, as this Agreement relates to you, the date you accept it; provided, however, that provisions related to an Applicable State Privacy Law shall become binding only upon the date as of which the Applicable State Privacy Law comes into effect.

1.36 “First Party” means a Signatory (whether a Publisher or Advertiser) with which a User intentionally interacts, such as on that Signatory’s Digital Property.

1.37 “First-Party Advertising” means Advertising delivered to a Consumer on a Publisher’s Digital Property, whether through a Direct Transaction or through RTB, that is selected solely on the basis of:

(a) Consumers’ activities on the Publisher’s Digital Properties or the Publisher’s other First-Party interactions with Consumers; and/or

(b) Contextual Advertising.

For the avoidance of doubt, any method of selecting an Ad that would constitute Targeted Advertising is not First-Party Advertising.

1.38 “Florida Act” means the Florida Digital Bill of Rights Act, Section 501.701 *et seq.*, Florida Statutes, and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

1.39 “Frequency Capping Activities” means limiting the number of times a Consumer sees a certain Ad or Ads during an Advertiser’s campaign on the Digital Properties of one (1) or more Publisher(s).

1.40 “Gap Transaction” means any Covered Transaction where Opt-Out Option Mode applies and the Participants in the Covered Transaction do not have an Underlying Agreement, including, but not limited to, the following examples: (i) Publisher (*i.e.*, the Controller) and a measurement vendor (*i.e.*, a Third Party) engaged in measurement-related activities; (ii) Publisher (*i.e.*, the Controller) and an Ad fraud vendor (*i.e.*, a Third Party) engaged in preventing Ad fraud; or (iii) Publisher or Publisher’s ad server (*i.e.*, the Controller) and an Advertiser ad server (*i.e.*, a Third Party) engaged in serving Ads and measurement-related activities.

1.41 “Global Opt-Out” means:

(a) with respect to the CCPA, a process that allows Consumers to Opt Out of the Sale or Sharing of their Personal Information through an Opt-Out preference signal pursuant to Cal. Civ. Code § 1798.135(b)(1) and Cal. Code Regs. Tit. 11, § 7025;

(b) with respect to the Colorado Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to Colo. Rev. Stat. 6-1-1306(a)(IV) and 4 Colo. Code Regs. 904-3, Part 5;

(c) with respect to the Connecticut Act, an Opt-Out preference signal sent with the Consumer’s Consent by a platform, technology, or mechanism indicating a Consumer’s intent to Opt Out of Sales of the Consumer’s Personal Information or the Processing of such information for Targeted Advertising pursuant to Conn. Gen. Stat. § 42-520(e)(1)(A)(ii);

(d) with respect to the Montana Act, an Opt-Out preference signal sent with the Consumer’s Consent by a platform, technology, or mechanism indicating a Consumer’s intent to Opt Out of Sales of the Consumer’s Personal Information or the Processing of such information for Targeted Advertising pursuant to Montana Act Section 6(b);

(e) with respect to the Texas Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to Tex. Bus. & Com. Code § 541.055(e);

(f) with respect to the Oregon Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to Oregon Act Sec. 12 (amending Oregon Act Sec. 5(c)); and

(g) with respect to the Delaware Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to Del. Code Ann. tit. 6, § 12D-106(e)(2).

1.42 “Identification List for Signatories and Certified Partners” or the “Identification List” means the list compiled and maintained by IAB or its designee that identifies all: (i) Signatories; (ii) Digital Properties registered by First Parties; and (iii) Certified Partners. IAB or its designee shall make such Identification List publicly available (*e.g.*, as a downloadable file or via an API feed). IAB reserves the right to condition access to the Identification List on acknowledgement and acceptance of additional terms and conditions.

1.43 “Indiana Act” means the Indiana Consumer Data Protection Act, Ind. Code Ann. § 24-15-1-1 *et seq.*, as changed, supplemented, amended, or replaced.

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

1.45 “Iowa Act” means the Iowa Act Relating to Consumer Data Protection, Iowa Code § 715D.1 *et seq.*, as changed, supplemented, amended, or replaced.

1.46 “Joint Service Provider” means a Service Provider engaged by Advertiser and one (1) or more Publishers that jointly determine the purposes and means of the Processing of Personal Information pursuant to Section 6 herein.

1.47 “Manual Transmissions” means the disclosure of Personal Information by a Signatory to another party through a server-to-server transfer (and not from the Consumer client, *e.g.*, through a pixel, tag, or SDK).

1.48 “Measure Ad Performance” means (i) measure whether and how Ads were delivered to, and interacted with by, Consumers; and (ii) provide reporting about Ads, including their effectiveness and performance, such as Consumer interactions with such Ads (*e.g.*, view and click information, conversions, and attribution).

1.49 “Minor Information” means:

(a) with respect to the CCPA, a Consumer if the Business has actual knowledge the Consumer is less than 16 years of age;

(b) with respect to the Connecticut Act, a Consumer whom the First Party has actual knowledge, and willfully disregards, that the Consumer is at least 13 years of age, but younger than 16 years of age;

(c) with respect to the Montana Act, a Consumer whom the First Party has actual knowledge that the Consumer is at least 13 years of age, but younger than 16 years of age;

(d) with respect to the Oregon Act, a Consumer whom the First Party has actual knowledge that, or willfully disregards whether, the Consumer is at least 13 years of age and not older than 15 years of age; or

(e) with respect to the Delaware Act, a Consumer whom the First Party has actual knowledge or willfully disregards that the Consumer is at least 13 years of age, but younger than 18 years of age.

1.50 “Montana Act” means the Montana Consumer Data Privacy Act, as changed, supplemented, amended, or replaced.

1.51 “Negative Targeting” means a designation by the Advertiser of a set of Consumers who are not to be targeted with certain Ads.

1.52 “Opt Out” means:

(a) with respect to a Consumer whom the First Party has determined is a resident of California, such Consumer’s election (either directly or through the Consumer’s authorized representative) to opt out of a Business’s Sale or Sharing of such Consumer’s Personal Information as set forth in the CCPA; and

(b) with respect to a Consumer whom the First Party has determined is a resident of an Applicable Jurisdiction (EC), such Consumer’s election (either directly or through the Consumer’s authorized representative) to opt out of the Processing of such Consumer’s Personal Information for purposes of: (i) Targeted Advertising; or (ii) the Sale of Personal Information.

1.53 “Opt-Out Option Mode” means an election by the First Party to: (i) engage in a Covered Transaction with Downstream Participant(s) or Certified Partner(s) other than those acting as Service Provider(s) in certain circumstances (for example, when the First Party may Sell or Share Personal Information to such Downstream Participant(s) or Certified Partner(s)); and (ii) offer Consumers the opportunity to Opt Out as required by Applicable State Privacy Law. A First Party electing to operate in Opt-Out Option Mode shall meet the requirements set forth in Section 4.

1.54 “Opt-Out Override” means a Consumer’s provision of Consent to the First Party to change the Consumer’s prior election pursuant to Applicable State Law to Opt Out of, as applicable: (i) the Sale or Sharing of the Consumer’s Personal Information; or (ii) the Processing of Personal Information for Targeted Advertising.

1.55 “Oregon Act” means the Oregon Act Relating to Protections for Personal Data of Consumers, as changed, supplemented, amended, or replaced.

1.56 “Participant” and the correlative “Participating” means a Signatory that Processes Personal Information in connection with a Covered Transaction.

1.57 “Person” means an individual, partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency, or political subdivision thereof or other entity.

1.58 “Personal Information” means, as applicable, (i) Consumer “personal information” as such term is set forth in the CCPA, but, for purposes of this Agreement, excludes Sensitive Personal Information; (ii) Consumer “personal data” or “personal information” as such terms are set forth in Applicable State Privacy Laws (EC) but, for purpose of this Agreement, excludes Sensitive Personal Information; or (iii) information related to a U.S. National Consumer that would meet the definition of “personal information” or “personal data” under any Applicable State Privacy Law if the U.S. National Consumer were a resident of any Applicable Jurisdiction, but for purposes of this Agreement, excludes Sensitive Personal Information.

1.59 “Post-Transaction Request” means, as applicable, a request directed by a Consumer to a Signatory to exercise the Consumer’s right(s) under Applicable State Privacy Law to access the Consumer’s Personal Information being Processed by the Signatory (*see* CCPA 1798.110; CPA 6-1-1306(1)(b); Conn. Gen. Stat. § 42-518(a)(1); Utah Act 13-61-201(1)(b); Virginia Act 59.1-577(A)(1); Iowa Code § 715D.3(a); Ind. Code Ann. § 24-15-3-1(b)(1); Montana Act Sec. 5(1)(a); Tenn. Code Ann. 47-18-3203(a)(2)(A); Tex. Bus. & Com. Code § 541.051(b)(1); Oregon Act Sec. 3(1)(a); Del. Code Ann. tit. 6, § 12D-104(a)(1); Fla. Stat. § 501.705(2)(a)), delete (*see* CCPA 1798.105; Colorado Act 6-1-1306(1)(d); Connecticut Act Sec. 4(a)(3); Utah Act 13-61-201(2); Virginia Act 59.1-577(A)(3); Iowa Code § 715D.3(b); Ind. Code Ann. § 24-15-3-1(b)(3); Montana Act Sec. 5(1)(c); Tenn. Code Ann. 47-18-3203(a)(2)(C); Tex. Bus. & Com. Code § 541.051(b)(3); Oregon Act Sec. 3(1)(c); Del. Code Ann. tit. 6, § 12D-104(a)(3); Fla. Stat. § 501.705(2)(c)), or correct (*see* CCPA 1798.106; Colorado Act 6-1-1306(1)(d); Connecticut Act Sec. 4(a)(2); Virginia Act 59.1-577(A)(2); Ind. Code Ann. § 24-15-3-1(b)(2); Montana Act Sec. 5(1)(b); Tenn. Code Ann. 47-18-3203(a)(2)(B); Tex. Bus. & Com. Code § 541.051(b)(2); Oregon Act Sec. 3(1)(b); Del. Code Ann. tit. 6, § 12D-104(a)(2); Fla. Stat. § 501.705(2)(b)).

1.60 “Process” and the correlative “Processing” has the meaning set forth in Applicable State Privacy Law.

1.61 “Processor” has the meaning set forth in Applicable State Privacy Law (EC).

1.62 “Pseudonymous Data” means, as applicable, “pseudonymous data” as such term is set forth in the Florida Act, the Iowa Act, and the Tennessee Act.

1.63 “Publisher(s)” means the Participant(s) that own, control, and/or operate Digital Properties and make Inventory available for sale to Advertisers.

1.64 “Re-Sale” or “Re-Sell” means a Sale of a Consumer’s Personal Information by a Signatory or a Certified Partner after a Sale of that Personal Information to such Signatory or Certified Partner.

1.65 “Sale” and the correlative “Sell” and “Sold” have the meaning set forth in Applicable State Privacy Law.

1.66 “Sensitive Personal Information” or “SPI” (i) has the meaning set forth in the CCPA for “Sensitive Personal Information” or for “Sensitive Data” in Applicable State Privacy Laws (EC); or (ii) means information related to a U.S. National Consumer that would meet the definition of “Sensitive Personal Information” or “Sensitive Data” under any Applicable State Privacy Law if the U.S. National Consumer were a resident of any Applicable Jurisdiction.

1.67 “Service Provider” means a “Service Provider” as defined by the CCPA or a Processor, as applicable.

1.68 “Service Provider Mode” means an election by the First Party to engage in a Covered Transaction only with Downstream Participants or Certified Partners acting as Service Providers. A First Party electing to operate in Service Provider Mode shall meet the requirements set forth in Section 5.

1.69 “Share” and the correlative “Shared” or “Sharing” have the meaning set forth in the CCPA.

1.70 “Signal” means a signal that is set by the First Party, or a consent management platform acting on the First Party’s behalf, and sent between Participants and/or Certified Partners relating to the purchase/sale of Inventory in connection with a Covered Transaction, as described more fully in this Agreement, the Technical Signaling Implementation Guidelines, and the applicable specifications promulgated by IAB Tech Lab. The applicable signal specifications are available at: <https://github.com/InteractiveAdvertisingBureau/Global-Privacy-Platform>.

1.71 “Signatories” means the Persons acting on their own behalf that have executed this Agreement. First Party Signatories 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.

1.72 “Subprovider” means a non-Signatory that enters into a contract with a Downstream Participant in connection with a Covered Transaction where such contract is for the Processing of Personal Information for non-Digital Advertising Activities.

1.73 “Targeted Advertising” means “targeted advertising” or “cross-context behavioral advertising” as such terms are defined under Applicable State Privacy Laws.

1.74 “Technical Signaling Implementation Guidelines” means the technical guidelines and requirements for setting, sending, and responding to Signals in a way that complies with this Agreement, as may be updated or amended from time to time. The current version is available at: <https://www.iabprivacy.com/IAB%20MSPA%20Technical%20Signaling%20Implementation%20Guidelines%20v1.0.pdf>.

1.75 “Texas Act” means the Texas Data Privacy and Security Act, Tex. Bus. & Com. Code § 541.001 *et seq.*, as changed, supplemented, amended, or replaced.

1.76 “Third Party” has the meaning set forth in Applicable State Privacy Law.

1.77 “Third-Party Segment Creation” means Downstream Participants’ or Certified Partners’ Processing of Consumers’ Personal Information (including, but not limited to,

Consumers' Personal Information within Advertiser or Publisher match files) for generating and matching audience segments for the purpose of Targeted Advertising. For the avoidance of doubt, Downstream Participants, when acting as Service Providers, shall not use any Advertiser or Publisher match file for any secondary use, including for integration into the Service Provider's identity graph or for Targeted Advertising.

1.78 “Tennessee Act” means the Tennessee Information Privacy Act, Tenn. Code Ann. 47-18-3201 *et seq.*, as changed, supplemented, amended, or replaced.

1.79 “Underlying Agreements” means any agreements, other than this Agreement, by, between, and/or among Signatories and/or Certified Partners concerning a Covered Transaction.

1.80 “User” means a natural Person who interacts with the First Party's Digital Property in connection with a Covered Transaction.

1.81 “U.S. National Approach” means:

(a) the provision to a User by the First Party of notice regarding the First Party's data Processing activities sufficient to meet or exceed the requirements of the Applicable State Privacy Laws (EF) as set forth in Section 4.2 and Section 5.1, as applicable, as if the User were a resident of each and every Applicable Jurisdiction (EF);

(b) the provision to a User by the First Party of Choice Mechanisms sufficient to meet or exceed the requirements of the Applicable State Privacy Laws (EF) as set forth in Section 4.3 and Schedule C (if applicable) as if the User were a resident of each and every Applicable Jurisdiction (EF);

(c) a Signatory's setting, transmitting, and honoring of Signals in compliance with the Technical Signaling Implementation Guidelines and that is sufficient to communicate and adhere to User choices in a way that meets or exceeds the requirements of the Applicable State Privacy Laws (EF);

(d) a Signatory's limiting its Processing of a User's Personal Information in a way that meets or exceeds the requirements of the Applicable State Privacy Laws (EF) as set forth in Section 4.4, Section 5.4, Section 7.2, and Section 8.2 (as applicable) as if the User were a resident of each and every Applicable Jurisdiction (EF); and

(e) otherwise complying with all requirements under the Applicable State Privacy Laws (EF) with respect to a User as if the User were a resident of each and every Applicable Jurisdiction (EF).

For the avoidance of doubt, a “controller” in Fla. Stat. § 501.702(9)(a) shall not apply the U.S. National Approach with respect to a User who is a resident of Florida.

1.82 “U.S. National Consumer” means a User to whom the First Party has elected to apply the U.S. National Approach.

1.83 “Utah Act” means the Utah Consumer Privacy Act of 2022, Utah Code 13-61-101 *et seq.*, as changed, supplemented, amended, or replaced.

1.84 “Virginia Act” means the Virginia Consumer Data Protection Act, Virginia Code 59.1-575 *et seq.*, as changed, supplemented, amended, or replaced.

2. SCOPE OF AGREEMENT; ORDER OF PRECEDENT.

2.1 Scope of Agreement. Any Person 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 with the Interactive Advertising Bureau, Inc. is not a predicate to participation in this Agreement or to Signatory status. This Agreement applies only to Covered Transactions, regardless of whether such transactions involve automated transmissions or Manual Transmissions of Personal Information. This Agreement does not apply to, or create any rights or obligations with respect to, transactions for which Signatories: (i) receive Signals from Persons acting on their own behalf, that are neither Signatories nor Certified Partners; (ii) receive Signals indicating the transaction is not a Covered Transaction; (iii) receive no Signal at all; or (iv) do not disclose or Process any Personal Information. Signatories engaged in a Covered Transaction must, if they elect to proceed with the transaction, complete the transaction only with other Signatories or Certified Partners or, subject to Section 8.3, Subproviders. This Agreement does not create any rights or obligations among the Parties except as explicitly set forth herein.

2.2 Order of Precedence; Conflicts. If there are any conflicts between the terms of this Agreement and any Applicable State Privacy Law, the following order of precedence shall apply (in descending order): the Applicable State Privacy Law then this Agreement. No Signatory shall enter into an Underlying Agreement with another Signatory that conflicts with the terms of this Agreement or Applicable State Privacy Law with respect to a Covered Transaction. 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 with another Signatory other than with respect to the Processing of Personal Information in connection with a Covered Transaction.

3. GENERAL OBLIGATIONS OF FIRST PARTIES.

3.1 Determination of Applicable Law. If the First Party Processes the Personal Information of a Consumer in connection with a Covered Transaction, the First Party shall:

(a) determine the state residency of the Consumer using commercially reasonable methods and comply with the requirements pertaining to the Processing of that Consumer’s Personal Information under Applicable State Privacy Law and this Agreement; or

(b) determine the state residency of the Consumer using commercially reasonable methods and comply with the requirements of the U.S. National Approach and this Agreement, unless such Consumer is a resident of Florida, in which case the U.S. National Approach may not be used, and the First Party shall comply with the Florida Act and this Agreement; or

(c) Process the Consumer's Personal Information in compliance with the U.S. National Approach and this Agreement if the First Party reasonably determines the Consumer is a resident of the United States, but does not determine such Consumer's state residency.

3.2 Modes. The First Party shall operate in either Opt-Out Option Mode or Service Provider Mode, but not both with respect to the same Covered Transaction.

4. OBLIGATIONS OF FIRST PARTIES IN OPT-OUT OPTION MODE.

4.1 First Party Opt-Out Option Mode (General). If the First Party elects to operate in Opt-Out Option Mode, it shall do so with respect to Sales, Sharing, or Targeted Advertising, as applicable.

4.2 Notice Under First-Party Opt-Out Option Mode. If the First Party elects to operate in Opt-Out Option Mode, it shall comply with the following notice requirements, to the extent and in the manner required under Applicable State Privacy Law:

(a) **California.** With respect to a Consumer whom the First Party determines is a resident of California, the First Party shall:

(i) provide notice to such Consumer, including, but not limited to, providing notice under Cal. Civ. Code § 1798.100(a), Cal. Code Regs. tits. 11, §§ 7003, 7010, 7011, 7012, 7013. The First Party shall not collect categories of Personal Information other than those disclosed in its notice at collection in accordance with the CCPA and this Agreement; and

(ii) if the First Party Sells to, or Shares with, any Downstream Participants or Certified Partners any Personal Information, facilitate the provision of explicit notice to such Consumer under Cal. Civ. Code § 1798.115(d) that discloses, using plain language of the First Party's choosing:

(1) that such Downstream Participants or Certified Partners to which the First Party Sells or Shares Personal Information may Re-Sell or Re-Share it for the purpose of delivering Ads tailored to such Consumer's interests; and

(2) that the Consumer has the right to Opt Out of the Re-Sale or Re-Sharing of the Consumer's Personal Information by a Downstream Participant or Certified Partner by clicking on the link to the Identification List and Opting Out on such Downstream Participant's or Certified Partner's Digital Property (such link to the Identification List shall be made available by the First Party as part of this disclosure).

(b) **Applicable Jurisdictions (EC).** With respect to a Consumer whom the First Party determines is a resident of an Applicable Jurisdiction (EC), the First Party shall provide notice to such Consumer under Applicable State Privacy Law (EC) (*see* Colo. Rev. Stat. 6-1-1308(1) and (2); Conn. Gen. Stat. § 42-520(c)-(e); Del. Code Ann. tit. 6, § 12D-106(c)-(e); Fla. Stat. § 501.711; Iowa Act Code § 715D.4(5)-(7); Ind. Code Ann. § 24-15-4-3 to 24-15-4-5; Montana Act Sec. 7(5)-(6); Tenn. Code Ann. 47-18-3204(c)-(e); Oregon Act Sec. 5(1)(a), 5(4); Tex. Bus. & Com. Code §§ 541.102 – 541.103; Utah Code 13-61-302(1)(a)-(b); and Virginia Rev. Stat. 59.1-578(C)-(E)); provided, however, this Section 4.2(b) shall not apply with respect to a

Consumer whom the First Party: (i) determines is a resident of Florida, Iowa, or Tennessee; and (ii) where the First Party Processes Pseudonymous Data in a manner consistent with Fla. Stat. § 501.714(3); Iowa Code 715D.6(3); or Tenn. Code Ann. 47-18-3207(c), respectively.

(c) U.S. National Approach. With respect to a U.S. National Consumer, provide notice as set forth in Sections 4.2(a)-(b) in accordance with the U.S. National Approach.

4.3 Opt-Out Option Mode Choice Mechanisms. If the First Party elects to operate in Opt-Out Option Mode, it shall meet the following requirements to provide Choice Mechanisms, to the extent and in the manner required under Applicable State Privacy Law:

(a) California. With respect to a Consumer whom the First Party determines is a resident of California, the First Party shall:

(i) include a Choice Mechanism (Share) and/or a Choice Mechanism (Sale) on the First Party’s home page(s), on any other pages on the First Party’s Digital Properties 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” or “Information”), and within the First Party’s privacy policy;

(ii) comply with a Global Opt-Out and include a statement in the First Party’s privacy policy that the First Party responds to, and abides by, the Global Opt-Out, in a manner consistent with and to the extent required by the CCPA. In addition, the First Party may provide the Consumer a means to provide an Opt-Out Override, provided that the First Party complies with the requirements set forth in Cal. Civ. Code § 1798.135(b) and Cal. Code Regs. tit. 11, § 7028 with respect to the Opt-Out Override; and

(iii) provide a Choice Mechanism (Unrelated or Incompatible Purposes) to obtain Consent from the Consumer as required by the CCPA prior to Processing the Consumer’s Personal Information, subject to the applicable Consent requirement for Digital Advertising Activities.

(b) Applicable State Privacy Law (EC). With respect to a Consumer whom the First Party determines is a resident of an Applicable Jurisdiction (EC), the First Party shall:

(i) if the First Party elects to operate in Opt-Out Option Mode, include a Choice Mechanism (Targeted Advertising) and/or a Choice Mechanism (Sale) on the First Party’s home page(s), on any other pages on the First Party’s Digital Properties 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” or “Information”), and within the First Party’s privacy policy;

(ii) where the Colorado Act is applicable, comply with a Global Opt-Out on and after July 1, 2024 and include a statement in the First Party’s privacy policy that the First Party responds to, and abides by, the Global Opt-Out;

(iii) where the Connecticut Act, Montana Act, or Texas Act is applicable, comply with a Global Opt-Out on and after January 1, 2025 and include a statement in the First Party’s privacy policy that the First Party responds to, and abides by, the Global Opt-Out;

(iv) where the Oregon Act or Delaware Act is applicable, comply with a Global Opt-Out on and after January 1, 2026 and include a statement in the First Party's privacy policy that the First Party respond to, and abides by, the Global Opt-Out;

(v) where the Colorado Act is applicable, the First Party may provide the Consumer a means to provide an Opt-Out Override, provided that the First Party complies with the requirements set forth in Colo. Rev. Stat. 6-1-1306(1)(a)(IV)(C) and 4 CCR 904-3, Rule 5.09 with respect to the Opt-Out Override; and

(vi) where the Virginia Act, Colorado Act, Connecticut Act, Indiana Act, Tennessee Act, Texas Act, Montana Act, Oregon Act, Delaware Act, or Florida Act are applicable, provide a Choice Mechanism (Not Reasonably Necessary nor Compatible Purposes) to obtain Consent from the Consumer prior to Processing the Consumer's Personal Information, subject to the applicable Consent requirement for Digital Advertising Activities.

Notwithstanding the foregoing, this Section 4.3(b) shall not apply where the First Party (i) determines the Consumer is a resident of Florida, Iowa, or Tennessee; and (ii) Processes Pseudonymous Data in a manner consistent with Fla. Stat. § 501.714(3); Iowa Code 715D.6(3); or Tenn. Code Ann. 47-18-3207(c), respectively.

(c) U.S. National Approach. With respect to a U.S. National Consumer, the First Party shall provide Choice Mechanisms as set forth in Sections 4.3(a)-(b) in accordance with the U.S. National Approach.

4.4 Permitted Processing of Consumer's Personal Information in Opt-Out Option Mode. For Covered Transactions undertaken in Opt-Out Option Mode, the First Party shall honor the choices made by Consumers using the applicable Choice Mechanisms as set forth in Section 4.3 as follows:

(a) California. For a Consumer whom the First Party determines is a resident of California, if the Consumer has:

(i) not Opted Out of Sales or Sharing, the First Party may Process and disclose the Consumer's Personal Information to Downstream Participants and Certified Partners for purposes of carrying out Digital Advertising Activities, to the extent such Processing and disclosure of such Personal Information by the First Party is reasonably necessary and proportionate to carry out such Digital Advertising Activities;

(ii) Opted Out of Sales and Sharing, the First Party hereby designates Downstream Participants in its Opt-Out transactions as its Service Providers and may Process and disclose the Consumer's Personal Information to Downstream Participants and Certified Partners acting as Service Providers solely to undertake California Digital Advertising Activities;

(iii) Opted Out of Sharing, but not Sales, the First Party may Process and disclose the Consumer's Personal Information to Downstream Participants and Certified Partners solely to undertake California Digital Advertising Activities;

(iv) Opted Out of Sales, but not Sharing, the First Party hereby designates Downstream Participants in its Opt-Out transactions as its Service Providers and may Process and disclose the Consumer's Personal Information to such Downstream Participants, and to Certified Partners acting as Service Providers, solely to undertake California Digital Advertising Activities;

(v) Consented to the Processing of Personal Information for Digital Advertising Activities that are unrelated to, or incompatible with, the purpose(s) for which the Personal Information was initially collected, Process the Consumer's Personal Information and disclose it to Downstream Participants and Certified Partners solely to undertake those Digital Advertising Activities to which the Consent applies pursuant to Cal. Code Regs. Tit. 11, § 7002; or

(vi) withheld or withdrawn Consent to the Processing of Personal Information for Digital Advertising Activities that are unrelated to, or incompatible with, the purpose(s) for which the Personal Information was initially collected, not Process the Consumer's Personal Information or disclose it to Downstream Participants or Certified Partners for those Digital Advertising Activities to which the Consent requirement applies pursuant to Cal. Code Regs. Tit. 11, § 7002.

(b) Applicable Jurisdictions (EC). With respect to a Consumer whom the First Party has determined is a resident of an Applicable Jurisdiction (EC), if the Consumer has:

(i) not Opted Out of Sales or Targeted Advertising, the First Party may Process and disclose the Consumer's Personal Information to Downstream Participants and Certified Partners for purposes of carrying out Digital Advertising Activities;

(ii) Opted Out of Sales and Targeted Advertising, the First Party hereby designates Downstream Participants in its Opt-Out transactions as its Service Providers and may Process and disclose the Consumer's Personal Information to such Downstream Participants, and to Certified Partners acting as Service Providers, solely to undertake First-Party Advertising, Negative Targeting, Measure Ad Performance, Apply Market Research to Generate Campaign Insights, Ad Fraud Detection, Ad Viewability, and Frequency Capping Activities, but not for Targeted Advertising or Third-Party Segment Creation;

(iii) Opted Out of Targeted Advertising, but not Sales, the First Party may Process and disclose the Consumer's Personal Information to Downstream Participants and Certified Partners solely to undertake First-Party Advertising, Measure Ad Performance, Apply Market Research to Generate Campaign Insights, Ad Fraud Detection, Ad Viewability, Negative Targeting, and Frequency Capping Activities, but not for Targeted Advertising or Third-Party Segment Creation;

(iv) Opted Out of Sales, but not Targeted Advertising, the First Party hereby designates Downstream Participants in its Opt-Out transactions as its Service Providers and may Process and disclose the Consumer's Personal Information to such Downstream Participants, and to Certified Partners acting as Service Providers, solely to undertake Targeted Advertising, First-Party Advertising, Negative Targeting, Measure Ad Performance, Apply

Market Research to Generate Campaign Insights, Ad Fraud Detection, Ad Viewability, and Frequency Capping Activities, but not Third-Party Segment Creation;

(v) Consented to the Processing of Personal Information for Digital Advertising Activities that are not necessary for, nor compatible with, the disclosed purpose(s) for which the Personal Information was Processed pursuant to Applicable State Privacy Laws (EC) (*see* Virginia Code 59.1-578(A)(2), Colo. Rev. Stat. 6-1-1308(4), Conn. Gen. Stat. § 42-520(a)(2), Ind. Code Ann. § 24-15-4-1(2), Tenn. Code Ann. 47-18-3204(a)(2), Tex. Bus. & Com. Code § 541.101(b)(1), Montana Act, Sec. 7(2)(a), Oregon Act, Sec. 5(1)(a) and 5(2)(a), Del. Code Ann. tit. 6, § 12D-106(a)(2), and Fla. Stat. § 501.71(2)(a)), Process the Consumer's Personal Information and disclose it to Downstream Participants and Certified Partners solely to undertake those Digital Advertising Activities to which the Consent applies; or

(vi) withheld or withdrawn Consent to the Processing of Personal Information for Digital Advertising Activities that are not necessary for, nor compatible with, the disclosed purpose(s) for which the Personal Information was Processed pursuant to Applicable State Privacy Laws (EC) (*see* Virginia Code 59.1-578(A)(2), Colo. Rev. Stat. 6-1-1308(4), Conn. Gen. Stat. § 42-520(a)(2), Ind. Code Ann. § 24-15-4-1(2), Tenn. Code Ann. 47-18-3204(a)(2), Tex. Bus. & Com. Code § 541.101(b)(1), Montana Act, Sec. 7(2)(a), Oregon Act, Sec. 5(1)(a) and 5(2)(a), Del. Code Ann. tit. 6, § 12D-106(a)(2), and Fla. Stat. § 501.71(2)(a)), not Process the Consumer's Personal Information or disclose it to Downstream Participants or Certified Partners for those Digital Advertising Activities to which the Consent is required.

Notwithstanding the foregoing, this Section 4.4(b) shall not apply where the First Party (i) determines the Consumer is a resident of Florida, Iowa, or Tennessee; and (ii) Processes Pseudonymous Data in a manner consistent with Fla. Stat. § 501.714(3); Iowa Code 715D.6(3); or Tenn. Code Ann. 47-18-3207(c), respectively.

(c) U.S. National Approach. For a U.S. National Consumer, if the Consumer has:

(i) not Opted Out of Sales or Sharing/Targeted Advertising, the First Party may Process and disclose the Consumer's Personal Information to Downstream Participants and Certified Partners to carry out Digital Advertising Activities, to the extent such Processing and disclosure of such Personal Information by the First Party is reasonably necessary and proportionate to carry out such Digital Advertising Activities;

(ii) Opted Out of both Sales and Sharing or Targeted Advertising, the First Party hereby designates Downstream Participants in its Opt-Out transactions as its Service Providers and may Process and disclose the Consumer's Personal Information to such Downstream Participants, and to Certified Partners acting as Service Providers, solely to undertake California Digital Advertising Activities;

(iii) Opted Out of Sharing or Targeted Advertising, but not Sales, the First Party may Process and disclose the Consumer's Personal Information to Downstream Participants and Certified Partners solely to undertake California Digital Advertising Activities;

(iv) Opted Out of Sales, but not Sharing or Targeted Advertising, the First Party hereby designates Downstream Participants in its Opt-Out transactions as its Service Providers and may Process and disclose the Consumer's Personal Information to such Downstream Participants, and to Certified Partners acting as Service Providers, solely to undertake California Digital Advertising Activities;

(v) Consented to the Processing of Personal Information for Digital Advertising Activities that are unrelated to, not necessary for, or incompatible with, the purpose(s) (including disclosed purpose(s)) for which the Personal Information was initially collected or Processed pursuant to Applicable State Privacy Laws, Process the Consumer's Personal Information and disclose it to Downstream Participants and Certified Partners solely to undertake those Digital Advertising Activities to which the Consent applies; or

(vi) withheld or withdrawn Consent to the Processing of Personal Information for Digital Advertising Activities that are unrelated to, not necessary for, or incompatible with, the purpose(s) (including disclosed purpose(s)) for which the Personal Information was initially collected or Processed pursuant to Applicable State Privacy Laws, not Process the Consumer's Personal Information or disclose it to Downstream Participants or Certified Partners for those Digital Advertising Activities to which the Consent requirement applies.

4.5 Opt-Out Option Mode Signals. If the First Party elects to operate in Opt-Out Option Mode, it shall comply with the requirements to set and send Signals for Covered Transactions carried out in Opt-Out Option Mode as set forth in the Technical Signaling Implementation Guidelines. The First Party represents and warrants that the Signals it sends pursuant to this Section are truthful and accurate and that it complied with all requirements concerning the manner in which it provided the Consumer with the ability to exercise his or her rights pursuant to Applicable State Privacy Law or the U.S. National Approach, as applicable.

4.6 Interpretation of Any Conflicting Consumer Choices. In the event a Consumer uses the applicable Choice Mechanism(s) to make choice(s) about the First Party's Processing of the Consumer's Personal Information pertaining to the same Covered Transaction, and honoring those choices would result in conflicting outcomes as to the First Party's Processing of Personal Information under this Section 4, the First Party shall honor the Consumer choice(s) that result in the more limited Processing of that Consumer's Personal Information.

5. OBLIGATIONS OF FIRST PARTIES IN SERVICE PROVIDER MODE.

5.1 Notice. A First Party that elects to operate in Service Provider Mode shall, to the extent and in the manner required by Applicable State Privacy Law:

(a) California. With respect to a Consumer whom the First Party determines is a resident of California:

(i) provide notice to such Consumer under Cal. Civ. Code § 1798.100(a) and Cal. Code Regs. tit. 11, §§ 7011 and 7012; and

(ii) comply with all other notice obligations, and requirements around manner of notice, set forth in the CCPA, including, without limitation, Cal. Code Regs. tits. 11, §§ 7003, 7004, 7010, 7011, 7012, and 7013. The First Party shall not collect categories of Personal Information other than those disclosed in its notice at collection in accordance with the CCPA and this Agreement.

(b) Applicable Jurisdictions (EC). With respect to a Consumer whom the First Party determines is a resident of an Applicable Jurisdiction (EC), the First Party shall provide notice to such Consumer under Applicable State Privacy Law (EC) (*see* Colo. Rev. Stat. 6-1-1308(1) and (2); Conn. Gen. Stat. § 42-520(c)-(e); Del. Code Ann. tit. 6, § 12D-106(c)-(e); Fla. Stat. § 501.711; Iowa Act Code § 715D.4(5)-(7); Ind. Code Ann. § 24-15-4-3 to 24-15-4-5; Montana Act Sec. 7(5)-(6); Tenn. Code Ann. 47-18-3204(c)-(e); Oregon Act Sec. 5(1)(a), 5(4); Tex. Bus. & Com. Code §§ 541.102 – 541.103; Utah Code 13-61-302(1)(a)-(b); and Virginia Rev. Stat. 59.1-578(C)-(E)); provided, however, this Section 5.1(b) shall not apply with respect to a Consumer whom the First Party: (i) determines is a resident of Florida, Iowa, or Tennessee; and (ii) where the First Party Processes Pseudonymous Data in a manner consistent with Fla. Stat. § 501.714(3); Iowa Code 715D.6(3); or Tenn. Code Ann. 47-18-3207(c), respectively.

(c) U.S. National Approach. With respect to a U.S. National Consumer, provide notice to the U.S. National Consumer as set forth in Sections 5.1(a)-(b) in accordance with the U.S. National Approach.

5.2 Processing of Personal Information that is Unrelated to, Not Necessary for, or Incompatible with, the Purposes (including Disclosed Purposes) for which Such Information was Initially Collected or Processed. If the First Party operating in Service Provider Mode elects to Process Personal Information in a way that is unrelated to, not necessary for, or incompatible with, the purposes for which such information was initially collected or Processed, the First Party and any Downstream Participants shall meet the additional requirements set forth in Schedule C.

5.3 First-Party Service Provider Mode Signals. If the First Party elects to operate in Service Provider Mode, it shall meet the corresponding Service Provider Mode requirements to set and send Signals as set forth in the Technical Signaling Implementation Guidelines.

5.4 First-Party Designation of Service Providers. Upon the First Party's setting Signals pursuant to Section 5.3, the First Party hereby designates Downstream Participants as its Service Providers and:

(a) California: for a Consumer whom the First Party determines is a resident of California, the First Party shall not Sell or Share such Consumer's Personal Information, but may Process and disclose such information to such Downstream Participants, and to Certified Partners acting as Service Providers, solely to carry out California Digital Advertising Activities;

(b) Applicable Jurisdictions (EC): for a Consumer whom the First Party determines is a resident of an Applicable Jurisdiction (EC), the First Party shall not Sell the Consumer's Personal Information or Process it for purposes of Targeted Advertising, but may Process and disclose such information to such Downstream Participants, and to Certified Partners acting as Service Providers, solely to carry out First-Party Advertising (in the case of Publisher),

Measure Ad Performance, Apply Market Research to Generate Campaign Insights, Ad Fraud Detection, Ad Viewability, Negative Targeting, and Frequency Capping Activities; provided, however, this Section 5.4(b) shall not apply with respect to a Consumer whom the First Party: (i) determines is a resident of Florida, Iowa, or Tennessee; and (ii) where the First Party Processes Pseudonymous Data in a manner consistent with Fla. Stat. § 501.714(3); Iowa Code 715D.6(3); or Tenn. Code Ann. 47-18-3207(c), respectively; and

(c) U.S. National Approach: for a U.S. National Consumer, the First Party shall not Sell or Share the Consumer’s Personal Information or Process it for purposes of Targeted Advertising, but may Process and disclose such information to such Downstream Participants, and to Certified Partners acting as Service Providers, solely for California Digital Advertising Activities.

6. DESIGNATION OF JOINT SERVICE PROVIDERS. This Section 6, which shall become effective only if and when IAB provides written notice in accordance with Section 14.7, applies to the Processing of a Consumer’s Personal Information by Signatories to the extent that such Processing involves the “combination” of Personal Information limited by the CCPA in Cal. Civ. Code §§ 1798.140(j)(1)(A)(iv); 1798.140(ag)(1)(D); or 1798.140(e)(6) either (i) in Service Provider Mode; or (ii) in Opt-Out Option Mode when the Consumer has Opted Out of the First Party’s Sale of Personal Information. For the avoidance of doubt, this Section 6 does not apply: (i) as of the Effective Date; or (ii) to the Processing of any Personal Information in a Covered Transaction by Certified Partners.

6.1 Measurement and Market Research. When the Publisher and the Advertiser undertake the California Digital Advertising Activities of Measure Ad Performance and Apply Market Research to Generate Audience Insights, as set forth in Schedule A, each acknowledges and agrees that they jointly control the purpose and means of Processing Consumers’ Personal Information with respect to those California Digital Advertising Activities. Accordingly, the Publisher and the Advertiser hereby designate any Downstream Participant acting as their Service Provider as their Joint Service Provider to engage in those California Digital Advertising Activities. Except as may otherwise be provided for herein, such Joint Service Providers shall not use Consumers’ Personal Information for any other purpose.

6.2 Frequency Capping. When the Publisher and the Advertiser undertake the California Digital Advertising Activity of Frequency Capping, as set forth in Schedule A, each acknowledges and agrees that they jointly control the purpose and means of Processing Consumers’ Personal Information with respect to such California Digital Advertising Activities. Accordingly, the Publisher and the Advertiser each hereby designates any Downstream Participant acting as their Service Provider as their Joint Service Provider to engage in such California Digital Advertising Activity. Except as may otherwise be provided for herein, such Joint Service Providers shall not use Consumers’ Personal Information for any other purpose.

7. GENERAL OBLIGATIONS OF DOWNSTREAM PARTICIPANTS.

7.1 Processing of Signals by Downstream Participants.

(a) A Downstream Participant shall use commercially reasonable efforts to access and receive Signals set or sent by other Signatories and by Certified Partners for Covered Transactions. For the avoidance of doubt, when the pixel of a Downstream Participant fires in the ad creative of an ad that renders on the Digital Property of the First Party, such Downstream Participant must look for and access the Signal set by the First Party prior to receiving Personal Information.

(b) If a Downstream Participant receives Personal Information from another Signatory or Certified Partner pursuant to a Covered Transaction, such Downstream Participant shall:

(i) process any Signals it accesses or receives in accordance with the Technical Signaling Implementation Guidelines;

(ii) confirm that the counterparties with which it transacts in connection with the Covered Transaction (other than Subproviders) are Signatories or Certified Partners as indicated by the latest available version of the Identification List before disclosing any Personal Information to such counterparties; and

(iii) pass any Signals it receives from a Signatory or Certified Partner to such counterparties and, if applicable, Subproviders, with which it transacts in connection with the Covered Transaction.

7.2 Permitted Processing of Personal Information by Downstream Participants. If a Downstream Participant Processes a Consumer's Personal Information in connection with a Covered Transaction, it shall, upon the effective date of the Applicable State Privacy Law, limit its Processing of such Personal Information as set forth in Sections 7.2(a)-(d) below, as applicable.

(a) California. If a Downstream Participant is Processing the Personal Information of a Consumer in connection with a Covered Transaction carried out in Opt-Out Option Mode with Signals (set in accordance with the Technical Signaling Implementation Guidelines) indicating the Consumer is a resident of California, and the Signals further indicate that the Consumer has:

(i) not Opted Out of Sales or Sharing, the Downstream Participant may Process and disclose the Consumer's Personal Information to other Downstream Participants and to Certified Partners solely to carry out Digital Advertising Activities, to the extent such Processing and disclosure of such Personal Information by the Downstream Participant is reasonably necessary and proportionate to carry out such Digital Advertising Activities;

(ii) Opted Out of Sales and Sharing, the Downstream Participant shall Process and disclose the Consumer's Personal Information as the First Party's Service Provider pursuant to Section 4.4(a)(ii);

(iii) Opted Out of Sharing, but not Sales, Downstream Participant may Process and disclose the Consumer's Personal Information to other Downstream Participants and to Certified Partners solely to carry out California Digital Advertising Activities;

(iv) Opted Out of Sales, but not Sharing, the Downstream Participant shall Process and disclose the Consumer's Personal Information as the First Party's Service Provider pursuant to Section 4.4(a)(iv);

(v) Consented to the Processing of Personal Information for Digital Advertising Activities that are unrelated to, or incompatible with, the purpose(s) for which the Personal Information was initially collected, the Downstream Participant may Process the Consumer's Personal Information and disclose it to other Downstream Participants and to Certified Partners solely to undertake the Digital Advertising Activities to which the Consent applies consistent with the requirements set forth in Cal. Code Regs. tit. 11, § 7002; or

(vi) withheld or withdrawn Consent to the Processing of Personal Information for Digital Advertising Activities that are unrelated to, or incompatible with, the purpose(s) for which the Personal Information was initially collected, the Downstream Participant may not Process the Consumer's Personal Information or disclose it to other Downstream Participants or to Certified Partners for those Digital Advertising Activities to which the Consent requirement applies pursuant to Cal. Code Regs. Tit. 11, § 7002.

(b) Applicable Jurisdictions (EC). If a Downstream Participant is Processing the Personal Information of a Consumer in connection with a Covered Transaction carried out in Opt-Out Option Mode with Signals indicating the Consumer is a resident of an Applicable Jurisdiction (EC), and the Signals further indicate that the Consumer has:

(i) not Opt Out of Sales or Targeted Advertising, the Downstream Participant may Process and disclose the Consumer's Personal Information to other Downstream Participants and to Certified Partners solely to carry out Digital Advertising Activities;

(ii) Opted Out of Sales and Targeted Advertising, the Downstream Participant shall Process and disclose the Consumer's Personal Information as the First Party's Service Provider pursuant to Section 4.4(b)(ii);

(iii) Opted Out of Targeted Advertising, but not Sales, the Downstream Participant may Process and disclose the Consumer's Personal Information to other Downstream Participants and to Certified Partners solely to undertake First-Party Advertising, Measure Ad Performance, Apply Market Research to Generate Campaign Insights, Ad Fraud Detection, Ad Viewability, Negative Targeting, and Frequency Capping Activities, but not for Targeted Advertising or Third-Party Segment Creation;

(iv) Opted Out of Sales, but not Targeted Advertising, the Downstream Participant shall Process and disclose the Consumer's Personal Information as the First Party's Service Provider pursuant to Section 4.4(b)(iv);

(v) Consented to the Processing of Personal Information for Digital Advertising Activities that are not necessary for, nor compatible with, the disclosed purpose(s) for which the Personal Information was Processed pursuant to the Applicable State Privacy Laws (*see* Virginia Code 59.1-578(A)(2), Colo. Rev. Stat. 6-1-1308(4), Conn. Gen. Stat. § 42-520(a)(2), Ind. Code Ann. § 24-15-4-1(2), Tenn. Code Ann. 47-18-3204(a)(2), Tex. Bus. & Com. Code §

541.101(b)(1), Montana Act, Sec. 7(2)(a), Oregon Act, Sec. 5(1)(a) and 5(2)(a), Del. Code Ann. tit. 6, § 12D-106(a)(2), and Fla. Stat. § 501.71(2)(a)), the Downstream Participant may Process the Consumer's Personal Information and disclose it to other Downstream Participants and to Certified Partners solely to undertake the Digital Advertising Activities to which the Consent applies pursuant to Section 4.4(b)(v); or

(vi) withheld or withdrawn Consent to the Processing of Personal Information for Digital Advertising Activities that are not necessary for, nor compatible with, the disclosed purpose(s) for which the Personal Information was Processed pursuant to the Applicable State Privacy Laws (*see* Virginia Code 59.1-578(A)(2), Colo. Rev. Stat. 6-1-1308(4), Conn. Gen. Stat. § 42-520(a)(2), Ind. Code Ann. § 24-15-4-1(2), Tenn. Code Ann. 47-18-3204(a)(2), Tex. Bus. & Com. Code § 541.101(b)(1), Montana Act, Sec. 7(2)(a), Oregon Act, Sec. 5(1)(a) and 5(2)(a), Del. Code Ann. tit. 6, § 12D-106(a)(2), and Fla. Stat. § 501.71(2)(a)), the Downstream Participant may not Process the Consumer's Personal Information or disclose it to other Downstream Participants or to Certified Partners for those Digital Advertising Activities to which the Consent requirement applies pursuant to Section 4.4(b)(vi).

(c) U.S. National Approach. If a Downstream Participant is Processing the Personal Information of a Consumer in connection with a Covered Transaction carried out in Opt-Out Option Mode with Signals indicating the Consumer is a U.S. National Consumer, and the Signals further indicate that the Consumer has:

(i) not Opted Out of Sales, Sharing, or Targeted Advertising the Downstream Participant may Process and disclose the Consumer's Personal Information to other Downstream Participants and to Certified Partners solely to carry out Digital Advertising Activities, to the extent such Processing and disclosure of such Personal Information by the Downstream Participant is reasonably necessary and proportionate to carry out such Digital Advertising Activities;

(ii) Opted Out of Sales and Sharing or Targeted Advertising, the Downstream Participant shall Process and disclose the Consumer's Personal Information as the First Party's Service Provider pursuant to Section 4.4(c)(ii);

(iii) Opted Out of Sharing or Targeted Advertising, but not Sales, the Downstream Participant may Process and disclose the Consumer's Personal Information to other Downstream Participants and to Certified Partners solely to undertake California Digital Advertising Activities;

(iv) Opted Out of Sales, but not Sharing or Targeted Advertising, the Downstream Participant shall Process and disclose the U.S. National Consumer's Personal Information as the First Party's Service Provider pursuant to Section 4.4(c)(iv);

(v) Consented to the Processing of Personal Information for Digital Advertising Activities that are unrelated to, not necessary for, or incompatible with, the purpose(s) (including any disclosed purpose(s)) for which the Personal Information was initially collected or Processed, the Downstream Participant may Process the Consumer's Personal Information and

disclose it to other Downstream Participants and to Certified Partners solely to undertake the Digital Advertising Activities to which the Consent applies pursuant to Section 4.4(c)(v); or

(vi) withheld or withdrawn Consent to the Processing of Personal Information for Digital Advertising Activities that are unrelated to, not necessary for, or incompatible with, the purpose(s) (including any disclosed purpose(s)) for which the Personal Information was initially collected or Processed, the Downstream Participant may not Process the Consumer's Personal Information or disclose it to other Downstream Participants or to Certified Partners for those Digital Advertising Activities to which the Consent requirement applies pursuant to Section 4.4(c)(vi).

(d) If a Downstream Participant receives a Signal pursuant to the Technical Signaling Implementation Guidelines indicating that the First Party does not engage in an activity that would otherwise require a User's Opt Out choice, the Downstream Participant shall not engage in that activity.

7.3 Interpretation of Any Conflicting Signals. In the event a Downstream Participant receives Signals pertaining to the same Covered Transaction that would result in conflicting outcomes as to the Processing of Personal Information under this Section 7, the Downstream Participant shall honor the Signal or Signals that results in the more limited Processing of Personal Information.

7.4 Information Security. Downstream Participants shall implement reasonable security procedures and practices appropriate to the nature of the Personal Information received from the First Party to protect the Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure to the extent and in the manner required by Cal. Civ. Code § 1798.81.5.

7.5 Declining a Covered Transaction. Notwithstanding anything to the contrary in this Agreement, a Downstream Participant may decline to act on a Covered Transaction at the Downstream Participant's sole discretion. In addition, if a Downstream Participant reasonably determines that it cannot Process Personal information it receives in a Covered Transaction in compliance with Applicable State Privacy Law or this Agreement, it shall cease Processing such Personal Information.

8. OBLIGATIONS OF DOWNSTREAM PARTICIPANTS ACTING AS SERVICE PROVIDERS.

8.1 Acceptance of Service Provider Designation by the First Party.

(a) Opt-Out Option Mode. If a Downstream Participant is Processing a Consumer's Personal Information in connection with a Covered Transaction carried out in Opt-Out Option Mode received from a Signatory or a Certified Partner pursuant to Section 4.4, and such Personal Information is accompanied by Signals indicating the Consumer has Opted Out of Sales, or indicating that the First Party does not Sell Personal Information, the Downstream Participant shall act as the relevant First Party's Service Provider with respect to such Personal Information.

(b) Service Provider Mode. If a Downstream Participant is Processing a Consumer's Personal Information in connection with a Covered Transaction carried out in Service Provider Mode pursuant to Section 5.4, it shall act as the relevant First Party's Service Provider in connection with the Covered Transaction.

8.2 Permitted Use of Personal Information by Service Providers. If a Downstream Participant is Processing the Personal Information of a Consumer in connection with a Covered Transaction, the following terms shall apply upon the effective date of the Applicable State Privacy Law:

(a) California. If the Processing occurs while the Downstream Participant is a Service Provider pursuant to Section 8.1, and such Personal Information is accompanied by Signals indicating the Consumer is a resident of California, the Downstream Participant shall:

(i) Process the Personal Information made available by the First Party solely to carry out California Digital Advertising Activities on behalf of the First Party; and

(ii) comply with the requirements set forth in Schedule B.

(b) Applicable Jurisdictions (EC):

(i) Opt-Out Option Mode. If the Processing occurs while the Downstream Participant is a Service Provider pursuant to Section 8.1(a), and such Personal Information is accompanied by Signals indicating the Consumer is a resident of an Applicable Jurisdiction (EC), and such Signals further indicate that the Consumer has:

(1) Opted Out of Targeted Advertising, the Downstream Participant may Process the Personal Information made available by the First Party solely to carry out First-Party Advertising (if the First Party is a Publisher), Measure Ad Performance, Apply Market Research to Generate Campaign Insights, Ad Fraud Detection, Ad Viewability, Negative Targeting, and Frequency Capping Activities on behalf of the First Party, but may not engage in Selling, Targeted Advertising, or Third-Party Segment Creation; or

(2) not Opted Out of Targeted Advertising, the Downstream Participant may Process the Personal Information made available by the First Party solely to carry out Targeted Advertising, First-Party Advertising (if the First Party is a Publisher), Measure Ad Performance, Apply Market Research to Generate Campaign Insights, Ad Fraud Detection, Ad Viewability, Negative Targeting, and Frequency Capping Activities on behalf of the First Party, but may not Sell such Personal Information or engage in Third-Party Segment Creation.

(ii) Service Provider Mode. If the Processing occurs while the Downstream Participant is a Service Provider pursuant to Section 8.1(b), and such Personal Information is accompanied by Signals indicating the Consumer is a resident of an Applicable Jurisdiction (EC), the Downstream Participant may Process such Personal Information solely to carry out First-Party Advertising (if the First Party is a Publisher), Measure Ad Performance, Apply Market Research to Generate Campaign Insights, Ad Viewability, Negative Targeting, and Frequency Capping Activities on behalf of the First Party, but may not engage in Selling or Targeted Advertising.

(iii) Additional Obligations. If the Processing occurs while the Downstream Participant is a Service Provider pursuant to Section 8.1, and such Personal Information is accompanied by Signals indicating the Consumer is a resident of an Applicable Jurisdiction (EC), the Downstream Participant shall comply with the requirements set forth in Schedule B.

(c) U.S. National Approach. If the Processing occurs while the Downstream Participant is a Service Provider pursuant to Section 8.1, and such Personal Information is accompanied by Signals indicating the Consumer is a U.S. National Consumer, the Downstream Participant shall:

(i) Process the Personal Information made available by the First Party solely to carry out California Digital Advertising Activities on behalf of the First Party; and

(ii) comply with the requirements set forth in Schedule B.

(d) If a Downstream Participant Processes Personal Information that is unrelated to, not necessary for, or incompatible with, the purposes (including disclosed purposes) for which it was initially collected or Processed while acting as Service Provider pursuant to Section 8.1(b), it shall comply with the additional requirements set forth in Schedule C, as applicable.

(e) A Downstream Participant Processing Personal Information as a Service Provider on behalf of the First Party shall Process such information only to the extent reasonably necessary to perform the Digital Advertising Activities permitted by Sections 8.1(a)-(d) above, as applicable, or the subset thereof specified by the First Party in an Underlying Agreement.

8.3 Usage of Subproviders by Service Providers. A Downstream Participant acting as a Service Provider to the First Party for a Covered Transaction may engage Subproviders to Process Personal Information in connection with a Covered Transaction (to the extent such Processing is permitted under this Agreement), so long as: (i) each such Subprovider has the technical capability to receive, interpret, and comply with (in accordance with the Applicable State Privacy Law and this Agreement above), and, if necessary for the performance of the applicable service, accurately re-transmit all Signals transmitted in connection with a Covered Transaction; (ii) each such Subprovider is bound by a written agreement with the engaging Downstream Participant that: (a) includes, and requires such Subprovider to comply with, the obligations of a Downstream Participant as set forth in Section 8.2 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 Applicable State Privacy Law and Section 8.2 above), and, if necessary for the performance of the applicable service, accurately re-transmits all Signals transmitted in connection with the Covered Transaction; and (c) provides the Downstream Participant with an audit right as it relates to the Subprovider for the Covered Transaction or requires the Subprovider to provide the Downstream Participant with a certification of compliance with the obligations required by this Section; (iii) in the event of a violation by Subprovider of Applicable State Privacy Law or the provisions required by Subsections (ii)(a)-(c) of this Section, the engaging Downstream Participant shall terminate such Subprovider's participation in Covered Transactions until the issue causing the violation is cured and a detailed certification of its cure is provided to the engaging

Downstream Participant (in addition to any other remedies or rights imposed by applicable law or contract); and (iv) the Downstream Participant lists on its website all Subproviders it engages in satisfaction of Cal. Civ. Code § 1798.140(j)(2) and Cal. Civ. Code § 1798.140(ag)(2).

9. USE AND DESIGNATION OF CONTRACTORS (CALIFORNIA).

(a) Usage of Contractors by First Parties. This Section 9 applies to First Parties only to the extent that such First Party engages in a Covered Transaction with a Contractor. For such Covered Transaction, all instances of the term “Service Provider” are hereby deleted and replaced with the term “Contractor” in the following parts of this Agreement: Section 1 (except Section 1.67), Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Schedule B, and Schedule C.

(b) Downstream Participants Registered as Contractors. This Section 9 applies to a Downstream Participant only to the extent such Downstream Participant engages in a Covered Transaction while registered as a Contractor. For such Covered Transaction, all instances of the term “Service Provider” are hereby deleted and replaced with the term “Contractor” in the following parts of this Agreement: Section 1 (except Section 1.67), Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Schedule B, and Schedule C. Each Downstream Participant hereby certifies that it understands the restrictions set forth in this Agreement and will comply with them.

(c) Contractor Registration. All Downstream Participants will be deemed Service Providers with respect to Covered Transactions as applicable under this Agreement unless a Downstream Participant makes an affirmative election to register as a “Contractor” through the IAB registration page.

10. TERM AND TERMINATION.

10.1 Term. With respect to a particular Signatory, the term of this Agreement (the “Term”) commences on the Effective Date and shall continue until this Agreement is terminated in accordance with Section 10.2 or such Signatory is removed or withdraws from this Agreement in accordance with Section 10.3 or Section 10.4, respectively.

10.2 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 14.6(b).

10.3 Signatory Removal. IAB may suspend or permanently 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 12(III); (ii) any competent governmental or regulatory authority determines and issues an order that such Signatory has violated any Applicable State Privacy Law; (iii) such Signatory fails to complete the Signatory registration process and/or maintain such registration in accordance with IAB’s stipulated process; or (iv) such Signatory fails to provide IAB with information needed for the Identification List after registration. In addition, IAB may promulgate rules regarding the suspension and reinstatement of Signatories found to be in breach of this Agreement.

10.4 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 14.6(b); provided, however, if a Signatory determines that it can no longer meet its obligations under this Agreement, such that a violation of an Applicable State Privacy Law would result, Signatory (a) must immediately notify IAB; and (b) shall be deemed withdrawn as a Signatory to this Agreement. In such latter event, IAB will delete Signatory from the Identification List and provide corresponding notice to all Signatories.

10.5 Effect of Termination of this Agreement. Upon termination of this Agreement, except as set forth in Section 10.7, the rights, obligations, and restrictions hereunder of the Signatories shall immediately cease, except in connection with any Covered Transactions that are being carried out in the context of an active Ad campaign (an "In-Flight Covered Transaction"), in which case this Agreement shall continue to apply for such In-Flight Covered Transactions.

10.6 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 10.7, the rights, obligations, and restrictions hereunder of such Signatory shall immediately cease, except in connection with any In-Flight Covered Transactions involving such Signatory, in which case this Agreement shall continue to apply to such Signatory for such In-Flight Covered Transactions.

10.7 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 References); Section 2.2 (Order of Precedence; Conflicts); Section 10.5 (Effect of Termination of this Agreement); Section 10.6 (Effect of Removal or Withdrawal of a Signatory); Section 11.3 (Disclaimer); Section 12 (Limitation of Liability); Section 13 (Indemnification); Section 14 (General Provisions); and this Section 10.7 (Survival).

11. REPRESENTATIONS, WARRANTIES, AND COVENANTS; DISCLAIMER.

11.1 Mutual Representations, Warranties, and Covenants. Each Signatory represents, warrants, and covenants to the other Signatories that: (i) if the Signatory is an entity (*i.e.*, not an individual), (a) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; and (b) 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; (ii) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder; (iii) it will comply with Applicable State Privacy Laws, including, without limitation, with respect to any Post-Transaction Request; and (iv) it will implement the IAB Tech Lab specification for data deletion requests (<https://github.com/InteractiveAdvertisingBureau/USPrivacy/blob/master/CCPA/Data%20Deletion%20Request%20Handling.md>), or, if applicable, a successor IAB Tech Lab specification for handling data deletion requests or other Post-Transaction Consumer Requests.

11.2 Additional Representations, Warranties, and Covenants. In addition to the representations, warranties, and covenants set forth in Section 11.1:

(a) First Parties. Each First Party represents, warrants, and covenants to the other Signatories that in connection with any Covered Transaction for which it has sent a Signal that it is a Controller for such transaction.

(b) Downstream Participants. Each Downstream Participant represents, warrants, and covenants to the other Signatories that it shall not modify any Signal set by the First Party, and, in connection with any Covered Transaction, it shall transmit such Signal in a timely and accurate fashion to the Downstream Participants, Certified Partners, and Subproviders with which it transacts.

(c) Third-Party Contract Requirements. With respect to a Covered Transaction pertaining to a Consumer whom the First Party has (i) determined is a resident of California; or (ii) elected to treat as a U.S. National Consumer:

(i) Existing Contracts. If the Participants in the Covered Transaction have entered into an Underlying Agreement pertaining to the Covered Transaction that does not adhere to all of the contract requirements set forth in Cal. Civ. Code § 1798.100(d), such Participants further agree as follows, to the extent necessary to effectuate compliance with those requirements:

(1) if the Underlying Agreement does not specify the limited and specified purposes for which a Participant has Sold or disclosed the Consumer's Personal Information to another Participant acting as a Third Party in a way that adheres to Cal. Civ. Code § 1798.100(d)(1), such Participants hereby agree that the limited and specified purposes are solely the Digital Advertising Activities;

(2) if the Underlying Agreement does not obligate the Participant acting as a Third Party to which Personal Information has been Sold or Shared ("Recipient") to comply with applicable obligations under the CCPA and to provide the same level of privacy protection as is required by the CCPA in a way that adheres to Cal. Civ. Code § 1798.100(d)(2), the Recipient shall comply with all applicable obligations under the CCPA and to provide the same level of privacy protection as required by the CCPA;

(3) if the Underlying Agreement does not grant the Participant that Sold or Shared Personal Information ("Transferor") rights to take reasonable and appropriate steps to help ensure that the Recipient uses the Consumer's Personal Information transferred to it pursuant to the Underlying Agreement in a manner consistent with the Transferor's obligations under the CCPA in a way that adheres to Cal. Civ. Code § 1798.100(d)(3), the Recipient hereby grants the Transferor such rights;

(4) if the Underlying Agreement does not require the Recipient to notify the Transferor if it makes a determination that it can no longer meet its obligations under the CCPA, the Recipient shall so notify the Transferor; and

(5) if the Underlying Agreement does not grant the Transferor the right, upon notice, including the notice contemplated by Section 11.2(c)(i)(4), to take reasonable and appropriate steps to stop and remediate unauthorized use of the Consumer's Personal Information by the Recipient, the Recipient hereby grants the Transferor that right.

(ii) Gap Transactions. Participants that are parties to a Gap Transaction hereby agree as follows, to the extent that such Participants engage in the Sale or Sharing of Personal Information with respect to the Gap Transaction: (1) the Transferor Sells to, or Shares with, any Recipient the Personal Information solely for Digital Advertising Activities; (2) any Recipient in the Gap Transaction will provide the same level of privacy protection to any Personal Information Sold to, or Shared with it by, the Transferor in the Gap Transaction as required by the CCPA; (3) such Recipient hereby grants the Transferor the right to take reasonable and appropriate steps to ensure such Recipient uses the Personal Information transferred to it in a manner consistent with the Transferor's obligations under Cal. Civ. Code § 1798.100(d); (4) the Recipient shall notify the Transferor if the Recipient makes a determination that it can no longer meet its obligations under Cal. Civ. Code § 1798.100(d); and (5) the Recipient hereby grants the Transferor the right, upon notice, including under Subsection (4) above, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.

(iii) Determination of Reasonable and Appropriate Steps. In the event that a Signatory seeks to exercise a right granted in Section 11.2(c)(i)-(ii) against another Signatory, and the Signatories are unable to agree upon whether the steps involved in exercising that right are reasonable and appropriate in the circumstances, those Signatories agree to submit the issue to IAB, and agree to be bound by IAB's or its designee's reasonable determination as to whether those steps are reasonable and appropriate for purposes of this Agreement.

11.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.1 AND SECTION 11.2, 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.

12. LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 13, 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.

13. 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, fines, 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.

14. GENERAL PROVISIONS.

14.1 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 or any of its Affiliates covered by this Agreement and shall make corresponding updates to the Signatory's or applicable Affiliate's registration details through the IAB registration page. IAB may assign this Agreement to (i) an Affiliate; (ii) the Interactive Advertising Bureau, Inc.; or (iii) any Affiliate of the Interactive Advertising Bureau, Inc. This Agreement will be binding upon and inure to the benefit of the Signatories and their successors and assigns.

14.2 Publicity. Each Signatory, on behalf of itself and any of its Affiliates covered by this Agreement, hereby grants IAB the limited right and license to use the Signatory's and such Affiliates' names, logos, and other trademarks for purposes of identifying the Signatory and such Affiliates as a signatory of the Agreement, including, but not limited to, inclusion in the Identification List for Signatories and Certified Partners.

14.3 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.

14.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, without regard for choice of law provisions thereof; provided, however, that the interpretation of any Applicable State Privacy Law shall be governed by and construed in accordance with the laws of the Applicable Jurisdiction (*e.g.*, interpretation of the Utah Act shall be governed by Utah law).

14.5 Exclusive Forum. The Signatories hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of New York, Borough of Manhattan 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.

14.6 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; provided, however, if IAB determines, in its sole discretion, that it is in the best interests of the digital advertising industry or the MSPA compliance framework, IAB may reduce such ninety (90) day period to thirty (30) days in order to address the enactment of, amendments to, enforcement of, or legal interpretation by an enforcement authority with jurisdiction over, new or existing state and federal privacy laws, rules, and regulations, including, without limitation, the Applicable State Privacy Laws. For the avoidance of doubt, the IAB may from time to time make ministerial and/or non-material changes to the MSPA even if IAB does not provide advance written notice of such changes to Signatories.

(b) In addition, Signatories hereby acknowledge that: (i) the state of the law with respect to the Applicable State Privacy Laws is unsettled; and (ii) new provisions to, or changes in, the Applicable State Privacy Laws or changes in the interpretation of the Applicable State Privacy Laws 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.

14.7 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 through the IAB registration page. Any notices to IAB shall be emailed to info@iabprivacy.com.

14.8 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.

14.9 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.

14.10 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.

14.11 Third-Party Beneficiaries. Except as set forth in Section 13, there are no other third-party beneficiaries under this Agreement.

14.12 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.

14.13 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 its 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 –DIGITAL ADVERTISING ACTIVITIES

	Auditing (1798.140(e)(1))	Security/Integrity (1798.140(e)(2))	Debugging (1798.140(e)(3))	Short-Term, Transient Use (1798.140(e)(4))	Maintaining or Servicing Account (1798.140(e)(5))	Customer Service (1798.140(e)(5))	Processing or Fulfilling Orders and Transactions (1798.140(e)(5))	Verifying Customer Information (1798.140(e)(5))	Processing Payments (1798.140(e)(5))	Providing Financing (1798.140(e)(5))	Providing Analytic Services (1798.140(e)(5))	Providing Storage (1798.140(e)(5))	Providing Similar Services (1798.140(e)(5))	Providing Advertising or Marketing Services (With Cross-Context Behavioral Advertising)	Providing Advertising or Marketing Services (Without Cross-Context Behavioral Advertising)	Internal Research (1798.140(e)(7))	Quality/Safety (1798.140(e)(8))
Ad Delivery and Targeting																	
First-Party Advertising	N/A	N/A	N/A	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Y	N/A	N/A
Targeted Advertising	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N	N
Third-Party Segment Creation	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A
Frequency Capping Activities	Y	N/A	N/A	Y	N/A	N/A	N/A	N/A	N/A	N/A	Y	N/A	N/A	N	Y	N/A	N/A
Negative Targeting	N/A	N/A	N/A	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N	Y	N/A	N/A
Ad Reporting																	
Measure Ad Performance	Y	N/A	N/A	Y	N/A	N/A	N/A	N/A	N/A	N/A	Y	N/A	N/A	N/A	Y	N/A	N/A
Apply Market Research to Generate Campaign Insights	Y	N/A	N/A	Y	N/A	N/A	N/A	N/A	N/A	N/A	Y	N/A	N/A	N/A	Y	Y	N/A
Ad Fraud Detection	Y	Y	N/A	Y	N/A	N/A	N/A	N/A	N/A	N/A	Y	N/A	N/A	N	Y	N/A	Y
Ad Visibility	Y	Y	N/A	Y	N/A	N/A	N/A	N/A	N/A	N/A	Y	N/A	N/A	N	Y	N/A	Y

SCHEDULE B – ADDITIONAL OBLIGATIONS OF DOWNSTREAM PARTICIPANTS

(a) **General.** If a Downstream Participant is Processing the Personal Information of a Consumer as a Service Provider on behalf of the First Party pursuant to this Agreement as set forth in Section 8.1:

(i) it shall comply with the requirements set forth in Sections (b)-(o) of this Schedule B upon the effective date of the Applicable State Privacy Law, as applicable;

(ii) the duration of the Processing undertaken by a Service Provider shall be only as long as is reasonably necessary to provide the specific Digital Advertising Activities to the First Party as set forth in Sections (b)-(o) of this Schedule B, as applicable; and

(iii) the types of Personal Information to be Processed by the Service Provider shall be limited to information about the Consumer, or the household, network, or device of the Consumer, as well as information concerning the Consumer's online or offline behavior and inferred interests, that is reasonably necessary to effectuate a Covered Transaction and carry out associated Digital Advertising Activities.

(b) **California.** If the First Party has determined that the Consumer is a resident of California, the Service Provider shall:

(i) not Sell or Share Personal Information that is subject to a Covered Transaction;

(ii) Process Personal Information on behalf of the First Party solely to perform California Digital Advertising Activities;

(iii) not retain, use, or disclose the Personal Information received from, or on behalf of, the First Party for any purposes, including the servicing of a different Business, other than those specified in this Agreement or as otherwise permitted by the CCPA;

(iv) subject to Section 6, not retain, use, or disclose the Personal Information received from, or on behalf of, the First Party outside the direct business relationship between Service Provider and such First Party, unless expressly permitted by the CCPA;

(v) not combine the Personal Information that the Service Provider receives from, or on behalf of, the First Party with Personal Information that the Service Provider receives from, or on behalf of, another Person or collects from its own interaction with the Consumer, provided that Joint Service Providers may Process Personal Information pursuant to Section 6;

(vi) comply with all applicable sections of the CCPA, including providing the same level of privacy protection as required by the First Party by, for example, cooperating with the First Party in responding to, and complying with, Consumers' requests made pursuant to the CCPA, and implementing reasonable security procedures and practices appropriate to the nature of the Personal Information received from, or on behalf of, the First Party to protect the Personal Information from unauthorized or illegal access, destruction, use, modification, or

disclosure in accordance with Cal. Civ. Code § 1798.81.5;

(vii) permit the First Party and IAB to take reasonable and appropriate steps to ensure that the Service Provider uses the Personal Information that it received from, or on behalf of, the First Party in a manner consistent with the First Party's obligations under the CCPA. Reasonable and appropriate steps may include ongoing manual reviews and automated scans of the Service Provider's system and regular assessments, audits, or other technical and operational testing at least once every twelve (12) months; and

(viii) notify the First Party and IAB no later than five (5) business days after it makes a determination that it can no longer meet its obligations under the CCPA and permit the First Party and IAB the right, upon notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information by the Service Provider.

(c) **Colorado**. If the First Party has determined that the Consumer is a resident of Colorado, the Service Provider shall:

(i) notwithstanding the instructions of the First Party:

(1) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to the Personal Information; and

(2) engage a Subprovider only after providing the First Party with an opportunity to object and pursuant to a written contract in accordance with Section 8.3 that requires the Subprovider to meet the obligations of the Processor with respect to the Personal Information being Processed;

(ii) taking into account the context of Processing, and with the First Party, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and establish a clear allocation of the responsibilities between the First Party and the Service Provider to implement the measures;

(iii) at the choice of the First Party, delete Personal Information Processed on behalf of the First Party as requested at the end of the provision of services, unless retention of the Personal Information is required by applicable law;

(iv) make available to the First Party all information necessary to demonstrate compliance with the obligations in this Agreement and the Colorado Act; and

(v) allow for, and participate in, reasonable audits and inspections by the First Party or the First Party's designated auditor. Alternatively, with the First Party's consent, the Service Provider may arrange for a qualified and independent auditor to conduct, at least annually and at the Service Provider's expense, an audit of the Service Provider's policies and technical and organizational measures in support of the obligations under this Agreement and the Colorado Act using an appropriate and accepted control standard or framework and audit procedure for the audits as applicable. The Service Provider shall provide a report of the audit to the First Party upon request.

(d) **Connecticut**. If the First Party has determined that the Consumer is a resident of Connecticut, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Connecticut Act;

(iv) engage another Service Provider or Subprovider only after providing the First Party with an opportunity to object and pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed; and

(v) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor, or the Service Provider may arrange for a qualified and independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under the Connecticut Act using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request.

(e) **Delaware**. If the First Party has determined that the Consumer is a resident of Delaware, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Delaware Act;

(iv) engage another Service Provider or Subprovider only after providing the First Party with an opportunity to object and pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed; and

(v) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor, or the Service Provider may arrange for a qualified and

independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under the Delaware Act using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request.

(f) **Florida.** If the First Party has determined that the Consumer is a resident of Florida and that the First Party is subject to the Florida Act, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Florida Act;

(iv) engage another Service Provider or Subprovider pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed; and

(v) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor, or the Service Provider may arrange for a qualified and independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under the Florida Act using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request.

(g) **Indiana.** If the First Party has determined that the Consumer is a resident of Indiana, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Indiana Act;

(iv) engage another Service Provider or Subprovider pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed; and

(v) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor, or the Service Provider may arrange for a qualified and independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under the Indiana Act using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request.

(h) **Iowa.** If the First Party has determined that the Consumer is a resident of Iowa, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Iowa Act; and

(iv) engage another Service Provider or Subprovider pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed.

(i) **Montana.** If the First Party has determined that the Consumer is a resident of Montana, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Montana Act;

(iv) engage another Service Provider or Subprovider only after providing the First Party with an opportunity to object and pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed; and

(v) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor, or the Service Provider may arrange for a qualified and independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under the Montana Act using an appropriate

and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request.

(j) **Oregon**. If the First Party has determined that the Consumer is a resident of Oregon, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Oregon Act;

(iv) engage another Service Provider or Subprovider pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed; and

(v) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor, or the Service Provider may arrange for a qualified and independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under the Oregon Act using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request.

(k) **Tennessee**. If the First Party has determined that the Consumer is a resident of Tennessee, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Tennessee Act;

(iv) engage another Service Provider or Subprovider pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed; and

(v) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor, or the Service Provider may arrange for a qualified and

independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under the Tennessee Act using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request.

(l) **Texas**. If the First Party has determined that the Consumer is a resident of Texas, the Service Provider shall:

(i) ensure that each Person Processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Texas Act;

(iv) engage another Service Provider or Subprovider pursuant to a written contract that complies with Section 8.3 that requires the Subprovider to meet all the obligations of the Service Provider with respect to the Personal Information being Processed; and

(v) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor, or the Service Provider may arrange for a qualified and independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under the Texas Act using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request.

(m) **Utah**. If the First Party has determined that the Consumer is a resident of Utah, the Service Provider shall:

(i) ensure each Person processing the Personal Information is subject to a duty of confidentiality with respect to such information; and

(ii) engage any Service Provider or Subprovider pursuant to a written contract that complies with Section 8.3 and requires such Subprovider to meet the same obligations as the Service Provider with respect to the Personal Information being Processed.

(n) **Virginia**. If the First Party has determined that the Consumer is a resident of Virginia, the Service Provider shall:

(i) ensure that each Person processing the Personal Information is subject to a duty of confidentiality with respect to such information;

(ii) at the First Party's direction, delete or return all Personal Information to the First Party as requested at the end of the provision of services, unless retention of such information is required by applicable law;

(iii) upon the reasonable request of the First Party, make available to the First Party all information in its possession necessary to demonstrate the Service Provider's compliance with the obligations set forth in this Agreement and the Virginia Act;

(iv) allow, and cooperate with, reasonable assessments by the First Party or the First Party's designated assessor; alternatively, the Service Provider may arrange for a qualified and independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of the obligations under this Section using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Service Provider shall provide a report of such assessment to the First Party upon request; and

(v) engage any Service Provider or Subprovider pursuant to a written contract in accordance with Section 8.3 that requires the Subprovider to meet the obligations of the Service Provider with respect to the Personal Information being Processed.

(o) **U.S. National Approach**. For a U.S. National Consumer, meet the requirements set forth in this Schedule B in accordance with the U.S. National Approach.

SCHEDULE C – ADDITIONAL OBLIGATIONS FOR THE PROCESSING OF CERTAIN INFORMATION IN SERVICE PROVIDER MODE

1.1 First-Party Processing of Personal Information that is Unrelated to, Not Necessary for, or Incompatible With, the Purposes for Which it was Initially Collected While Operating in Service Provider Mode. If the First Party operating in Service Provider Mode pursuant to this Agreement as set forth in Section 5 determines that its Processing of a Consumer’s Personal Information in connection with a Covered Transaction is unrelated to, not necessary for, or incompatible with, the purpose(s) for which such information was Processed pursuant to Applicable State Privacy Laws (*see* Cal. Code Regs. tit. 11, § 7002, Virginia Code 59.1-578(A)(2), Colo. Rev. Stat. 6-1-1308(4), Conn. Gen. Stat. § 42-520(a)(2), Ind. Code Ann. § 24-15-4-1(2), Tenn. Code Ann. 47-18-3204(a)(2), Tex. Bus. & Com. Code § 541.101(b)(1), Montana Act, Sec. 7(2)(a), Oregon Act, Sec. 5(1)(a) and 5(2)(a), Del. Code Ann. tit. 6, § 12D-106(a)(2), and Fla. Stat. § 501.71(2)(a)), the First Party shall:

(a) **Service Provider Mode Choice Mechanisms.**

(i) California. For a Consumer whom the First Party determines is a resident of California, provide a Choice Mechanism (Unrelated or Incompatible Purposes) to obtain Consent from the Consumer prior to Processing the Consumer’s Personal Information for California Digital Advertising Activities;

(ii) Applicable Jurisdiction (EC). For a Consumer whom the First Party determines is a resident of Virginia, Colorado, Connecticut, Indiana, Tennessee, Texas, Montana, Oregon, Delaware, or Florida, provide a Choice Mechanism (Not Reasonably Necessary nor Compatible Purposes) to obtain Consent from the Consumer prior to Processing the Consumer’s Personal Information for Digital Advertising Activities, provided, however, this Section 1.1(a)(ii) of this Schedule C shall not apply with respect to a Consumer whom the First Party: (i) determines is a resident of Florida or Tennessee and (ii) where the First Party Processes Pseudonymous Data in a manner consistent with Fla. Stat. § 501.714(3) or Tenn. Code Ann. 47-18-3207(c), respectively; or

(iii) U.S. National Approach. For a Consumer whom the First Party elects to treat as a U.S. National Consumer, provide a mechanism prior to Processing the Consumer’s Personal Information for California Digital Advertising Activities that enables the Consumer to Consent to the Processing of the Consumer’s Personal Information for California Digital Advertising Activities when the First Party determines that such Processing is unrelated to, not necessary for, and incompatible with the purpose(s) (including any disclosed purpose(s)) for which such information was Processed pursuant to Applicable State Privacy Laws (*see* Cal. Code Regs. tit. 11, § 7002, Virginia Code 59.1-578(A)(2), Colo. Rev. Stat. 6-1-1308(4), Conn. Gen. Stat. § 42-520(a)(2), Ind. Code Ann. § 24-15-4-1(2), Tenn. Code Ann. 47-18-3204(a)(2), Tex. Bus. & Com. Code § 541.101(b)(1), Montana Act, Sec. 7(2)(a), Oregon Act, Sec. 5(1)(a) and 5(2)(a), and Del. Code Ann. tit. 6, § 12D-106(a)(2)).

(b) **Permitted Processing in Service Provider Mode.** For a Consumer from whom the First Party has requested Consent pursuant to Section 1.1(a) of this Schedule C, the First Party shall honor the choices made by the Consumer as follows:

(i) California. For a Consumer whom the First Party determines is a resident of California:

(1) if the Consumer provided Consent, the First Party shall Process the Consumer's Personal Information and disclose it to Downstream Participants or Certified Partners, if at all, solely to undertake the California Digital Advertising Activities; or

(2) if the Consumer has withheld or withdrawn Consent, the First Party shall not Process the Consumer's Personal Information or disclose it to Downstream Participants or Certified Partners for those California Digital Advertising Activities.

(ii) Applicable Jurisdictions (EC). For a Consumer whom the First Party determines is a resident of Virginia, Colorado, Connecticut, Indiana, Tennessee, Texas, Montana, Oregon, Delaware, or Florida:

(1) if the Consumer provided Consent, Process the Consumer's Personal Information and disclose it to Downstream Participants or Certified Partners, if at all, solely to undertake Digital Advertising Activities; or

(2) if the Consumer has withheld or withdrawn Consent, not Process the Consumer's Personal Information or disclose it to Downstream Participants or Certified Partners for those Digital Advertising Activities.

Notwithstanding the foregoing, this Section 1.1(b)(ii) of this Schedule C shall not apply where the First Party (i) determines the Consumer is a resident of Florida or Tennessee; and (ii) Processes Pseudonymous Data in a manner consistent with Fla. Stat. § 501.714(3) or Tenn. Code Ann. 47-18-3207(c), respectively.

(iii) U.S. National Approach. For a Consumer whom the First Party elects to treat as a U.S. National Consumer,

(1) if the Consumer provided Consent, Process the Consumer's Personal Information and disclose it to Downstream Participants or Certified Partners, if at all, solely to undertake the California Digital Advertising Activities; or

(2) if the Consumer has withheld or withdrawn Consent, not Process the Consumer's Personal Information or disclose it to Downstream Participants or Certified Partners for those California Digital Advertising Activities.

1.2 Permitted Use by Services Providers of Personal Information that is Unrelated to, or Incompatible With, the Purposes for Which it was Initially Collected. If a Downstream Participant Processes the Personal Information of a Consumer in connection with a Covered Transaction while acting as a Service Provider on behalf of the First Party pursuant to Section 8.1(b) with Signals indicating the Consumer is either a resident of California or a U.S. National Consumer, and the Signals further indicate that the Consumer has:

(i) Consented to the Processing of Personal Information for California Digital Advertising Activities that are unrelated to, or incompatible with, the purpose(s) for which

the Personal Information was initially collected, the Downstream Participant may Process the Consumer's Personal Information and disclose it to other Downstream Participants or Certified Partners solely to undertake the California Digital Advertising Activities to which the Consent requirement applies; or

(ii) withheld or withdrawn Consent to the Processing of Personal Information for California Digital Advertising Activities that are unrelated to, or incompatible with, the purpose(s) for which the Personal Information was initially collected, the Downstream Participant may not Process the Consumer's Personal Information or disclose it to other Downstream Participants or Certified Partners for those California Digital Advertising Activities.

1.3 Permitted Use by Service Providers of Personal Information that is Not Reasonably Necessary for, nor Compatible with, the Disclosed Purposes for Which it was Processed. If

a Downstream Participant Processes the Personal Information of a Consumer in connection with a Covered Transaction while acting as a Service Provider on behalf of the First Party pursuant to Section 8.1(b) with Signals indicating the Consumer is a resident of Virginia, Colorado, Connecticut, Indiana, Tennessee, Texas, Montana, Oregon, Delaware, or Florida, and the Signals further indicate that the Consumer has:

(i) Consented to the Processing of Personal Information for Digital Advertising Activities that are not reasonably necessary for, nor compatible with, the disclosed purpose(s) for which the Personal Information was initially collected, the Downstream Participant may Process the Consumer's Personal Information and disclose it to other Downstream Participants or Certified Partners solely to undertake the Digital Advertising Activities to which the Consent applies; or

(ii) withheld or withdrawn Consent to the Processing of Personal Information for Digital Advertising Activities that are not reasonably necessary for, nor compatible with, the disclosed purpose(s) for which the Personal Information was Processed, the Downstream Participant may not Process the Consumer's Personal Information or disclose it to other Downstream Participants or Certified Partners for those Digital Advertising Activities.