

IAB MULTI-STATE PRIVACY AGREEMENT

This IAB Multi-State Privacy Agreement f/k/a IAB Limited Service Provider 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, LLC (“IAB” or “we”) is a limited Signatory to this Agreement solely for the express purposes of drafting, modifying, administering, and enforcing this Agreement. Please read this Agreement carefully, because by clicking “I Agree” and/or “Submit” on the registration page or otherwise manifesting assent to this Agreement, you agree to be bound by the terms herein 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 on a Publisher Digital Property.

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

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

1.7 “Applicable State Privacy Law(s)” means the (i) CAPDP; (ii) CPA; (iii) CPRA; (iv) UCPA; or (v) VCDPA, depending on which law applies pursuant to Section 3.1.

1.8 “Applicable State Privacy Laws (EC)” means, as applicable, the (i) CAPDP; (ii) CPA; (iii) UCPA; or (iv) VCDPA, depending on which law applies pursuant to Section 3.1, but excluding the CPRA.

1.9 “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).

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1.10 “Business” has the meaning set forth in the CPRA.

1.11 “Business Purposes” shall include the following in the context of the CPRA 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 specification 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 (e) through (l) above 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 another 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.

Commented [A1]: Short-Term Transient use is in principle available as a business purpose that service providers may rely on to provide certain Digital Advertising Activities as set forth in Schedule A. Neither the CPRA nor the implementing regulations set a specific time period that is required to qualify as a short-term, transient use. However, Signatories should not process personal information under this business purpose for any longer than is necessary to provide a service (for example, no longer than is necessary to select and deliver a contextual ad).

1.12 "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.

1.13 "CAPDP" means the Connecticut Act Concerning Personal Data Privacy and Online Monitoring of 2022 as changed, supplemented, amended, or replaced.

1.14 "Choice Mechanism" means, as the context requires, one or more of the individual variations set forth below:

(a) "Choice Mechanism (Sale and Share/Targeted Advertising)" with respect to:

(i) a Consumer whom a First Party determines is a resident of California, means a "Do Not Sell or Share My Personal Information" link that enables the Consumer to Opt-Out of both Selling and Sharing Personal Information and that complies with Cal. Code Regs. tit. 11, § 7015 (proposed); and

(ii) Applicable State Privacy Law (EC), means 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 Targeted Advertising)," also referred to herein severally as "Choice Mechanism (Sale)" and "Choice Mechanism (Targeted Advertising)," means, for a Consumer whom a First Party has determined is a resident of an Applicable Jurisdiction (EC), a clear and conspicuous method (e.g., a link) that enables the Consumer to either Opt-Out of the Sale of Personal Information.

(c) "Choice Mechanism (Unrelated or Incompatible Purposes)" means 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

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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 (proposed).

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

1.16 “Consumer” means either:

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

1.17 “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 visit (e.g., daypart), or information about the Consumer’s network or device (e.g., device type and capabilities, location, user agent, URL, and IP address).

1.18 “Contractor” has the meaning set forth in the CPRA.

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

1.20 “Covered Transaction” means any transaction between and among Signatories 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 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 by Signatories for Digital Advertising Activities.

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

1.22 “CPRA” means the California Privacy Rights Act of 2020, which amends the California Consumer Privacy Act (“CCPA”), and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

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

1.24 “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.

1.25 “Digital Property” means a digital property (e.g., web page, mobile site, video digital property, video player, application, and retailer page) that is (i) owned, controlled, and/or operated by First Party and designated by such First Party as a “Digital Property” on IAB’s

Commented [A2]: Some Signatories may create contextual segments purely through the analysis and categorization of the content of digital properties, but do not themselves activate those segments, through RTB or otherwise. Categorizing, tagging, or creating taxonomies of the content available on digital properties, or the digital properties themselves, is not considered Contextual Advertising under this Agreement if it does not involve the Processing of Personal Information to select or deliver an Ad to a Consumer.

Commented [A3]: In some cases, Advertisers are interested in showing ads to particular types of devices. For example, some Advertisers may seek to show different Ads to iOS vs. Android users, or desktop vs. mobile users. This type of advertising is considered Contextual Advertising because it does not involve creating a profile about a Consumer over time and across different contexts and does not itself constitute Cross-Context Behavioral Advertising or Targeted Advertising.

Commented [A4]: The MSPA in its current form is not intended to support the processing of Sensitive Personal Information. The MSPA does not prevent Signatories from processing Sensitive Personal Information, but any such processing cannot be undertaken as part of a Covered Transaction.

The IAB in consultation with its Legal Affairs Council may develop an optional addendum that will provide terms for processing Sensitive Personal Information (for example, precise geolocation information) for Digital Advertising Activities as part of Covered Transactions.

Signatories that do not wish to process Sensitive Personal Information with respect to Covered Transactions would not be required to sign such an addendum.

registration page; and (ii) through which a Consumer's Personal Information is collected by or on behalf of a Signatory.

1.26 "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").

1.27 "Downstream Participant" means a Signatory that Processes Consumer Personal Information in connection with a Covered Transaction (other than a 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.

1.28 "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.

1.29 "First Party" means a Signatory (whether a Publisher, Advertiser, or Downstream Participant) with which a User intentionally interacts, such as on that Signatory's Digital Property.

1.30 "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; and/or
- (b) Contextual Advertising.

1.31 "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 or more Publisher(s).

1.32 "Gap Transaction" means any Covered Transaction where Opt-Out Option Mode applies and the parties to 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.

1.33 "Global Opt Out" means:

Commented [A5]: This defined term specifies ways that a Publisher can facilitate the delivery of relevant Ads to a Consumer based solely on information the Publisher knows about the characteristics of Consumers or the context of their visit, but that does not meet the definition of Targeted Advertising or Cross-Context Behavioral Advertising. If a method of selecting or delivering an Ad to a Consumer on a Publisher's Digital Property would constitute Targeted Advertising or Cross-Context Behavioral Advertising (for example, the use of an Advertiser or Third-Party audience segment), it is not First-Party Advertising.

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(a) with respect to the CPRA, 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);

(b) with respect to the CPA, a process that allows Consumers to Opt Out of the Sale of Personal Information or from the Processing of 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

(c) with respect to the CAPDP, 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 CAPDP Section 6(e)(1)(A)(ii).

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

1.35 “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.

1.36 “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).

1.37 “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).

1.38 “National Approach” means:

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

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

(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 all Applicable State Privacy Laws;

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(d) a Signatory's limiting its Processing of a User's Personal Information in a way that meets or exceeds the requirements of all Applicable State Privacy Laws as set forth in Section 4.4, Section 5.4, Section 7.3, and Section 8.2 (as applicable) as if the User were a resident of each and every Applicable Jurisdiction; and

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

1.39 "National Consumer" means a Consumer to whom a First Party has elected to apply the National Approach.

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

1.41 "Opt Out" means:

(a) with respect to a Consumer whom a 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 CPRA; and

(b) with respect to a Consumer whom a 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; and (ii) the Sale of Personal Information.

1.42 "Opt-Out Option Mode" means an election by a First Party to: (i) engage in a Covered Transaction with Downstream Participant(s) other than those acting as Service Provider(s) in certain circumstances (for example, when a First Party may Sell or Share Personal Information to such Downstream Participant(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.

1.43 "Opt-Out Override" means a Consumer's provision of Consent to a 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.

1.44 "Participant" and the correlative "Participating" means a Signatory that Processes Personal Information in connection with a Covered Transaction.

1.45 "Personal Information" means, as applicable, (i) Consumer "personal information" as such term is set forth in the CPRA, but, for purposes of this Agreement, excludes Sensitive Personal Information; (ii) Consumer "personal data" as such term is set forth in Applicable State Privacy Laws (EC) but, for purpose of this Agreement, excludes Sensitive Personal Information; or (iii) information related to a National Consumer that would meet the definition of "personal information" or "personal data" under any Applicable State Privacy Law if the National Consumer

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were a resident of any Applicable Jurisdiction, but for purposes of this Agreement, excludes Sensitive Personal Information.

1.46 “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 (see CPRA 1798.110; CPA 6-1-1306(1)(b); Connecticut Sec. 4(a)(1); Utah 13-61-201(1)(b); VCDPA 59.1-577(A)(1)), delete (see CPRA 1798.105; CPA 6-1-1306(1)(d); Connecticut Sec. 4(a)(3); Utah 13-61-201(2); VCDPA 59.1-577(A)(3)), or correct (see CPRA 1798.106; CPA 6-1-1306(1)(d); Connecticut Sec. 4(a)(2); VCDPA 59.1-577(A)(2)) the Consumer’s Personal Information being Processed by the Signatory.

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

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

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

1.50 “Re-Sale” or “Re-Sell” means a Sale of a Consumer’s Personal Information by a Downstream Participant after a Sale of that Personal Information to such Downstream Participant.

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

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

1.53 “Service Provider” means a “Service Provider” as defined by the CPRA or a Processor, as applicable.

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

1.55 “Share” and the correlative “Shared” or “Sharing” have the meaning set forth in the CPRA.

1.56 “Signal” means a signal that is set by a First Party, or a consent management platform acting on the First Party’s behalf, and sent between Participants 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>.

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1.57 “Signatories” means the legal entities, or natural 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. IAB shall or shall cause IAB Tech Lab to: (i) compile, maintain, and provide a complete list of all Signatories and Digital Properties registered by First Parties (the “Signatory Identification List”); and (ii) make such Signatory Identification List publicly available (e.g., as a downloadable file or via an API feed). IAB reserves the right to condition access to the Signatory Identification List on acknowledgement and acceptance of additional terms and conditions.

1.58 “Subprovider” means a non-Signatory that enters into a contract with a Participant in connection with a Covered Transaction where such contract involves the Processing of Personal Information.

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

1.60 “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 Technical Signaling Implementation Guidelines are available at [\[\]](#).

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

1.62 “Third-Party Segment Creation” means Downstream Participants’ 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.

1.63 “UCPA” means the Utah Consumer Privacy Act of 2022 and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

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

1.65 “User” means a natural person who interacts with a First Party’s Digital Property in connection with a Covered Transaction.

1.66 “VCDPA” means the Virginia Consumer Data Protection Act and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

2. SCOPE OF AGREEMENT; ORDER OF PRECEDENT.

2.1 Scope of Agreement. Any legal entity that engages in (e.g., submits bid requests/responses) or supports (e.g., measurement and fraud, analytics, and reporting) an RTB or Direct Transaction in the digital advertising industry is eligible to become a Signatory.

Commented [A6]: Targeted Advertising generally involves Downstream Participants (or Publishers) selecting and delivering personalized Ads by cross-referencing Publisher’s bid request or Ad call information with a Consumer’s digital identifier (e.g., mobile advertising IDs, proprietary IDs, cookie IDs, profile), prior activity, interests, location, or other profile information obtained across unaffiliated digital properties. This term is intended to cover the selection or delivery of Ads to a particular Consumer using third-party data (including Advertiser data), either alone or in combination with a Publisher’s first-party data.

Commented [A7]: The IAB is developing guidelines for implementing Signals in a way that complies with the MSPA’s requirements, and intends to release those guidelines at or around the time the MSPA is finalized.

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 non-Signatories; (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, 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, the SPI Addendum (if applicable), and any Applicable State Privacy Law, the following order of precedence shall apply (in descending order): the Applicable State Privacy Law, then the SPI Addendum, then this Agreement. No Signatory shall enter into an Underlying Agreement that conflicts with the terms of this Agreement or Applicable State Privacy Law. For the avoidance of doubt, nothing in this [Section 2.2](#) is intended to supersede any rights, obligations, or remedies a Signatory may have pursuant to any Underlying Agreement other than with respect to the Processing of Personal Information.

3. **GENERAL OBLIGATIONS OF FIRST PARTIES.**

3.1 Determination of Applicable Law. If a First Party Processes the Personal Information of a Consumer, the First Party shall either:

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

3.2 Modes. 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 a First Party elects to operate in Opt-Out Option Mode, it shall comply with the following requirements, as applicable:

(a) **California.** With respect to a Consumer the First Party determines is a resident of California, it shall operate in Opt-Out Option Mode for both Sales and Sharing.

(b) **Applicable Jurisdictions (EC).** With respect to a Consumer the First Party determines is a resident of an Applicable Jurisdiction (EC), it may operate in Opt-Out Option Mode

Commented [A8]: First Parties must make these determinations so that, for Covered Transactions, they can comply with the MSPA's state-specific requirements, or elect to use the National Approach.

Commented [A9]: The MSPA allows First Parties to operate in: (i) Opt-Out Option Mode if they Sell, Share, or Process Personal Information for Targeted Advertising and provide Consumers a choice to Opt Out of those activities; or (ii) Service Provider Mode if they will use Service Providers for Covered Transactions and will not Sell, Share, or Process Personal Information for Targeted Advertising.

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for both Sales and Targeted Advertising, or, if the First Party does not engage in Sales, for Targeted Advertising only.

(c) National Approach. With respect to a National Consumer, it shall operate in Opt-Out Option Mode for Sales, Sharing, and Targeted Advertising.

4.2 Notice Under First-Party Opt-Out Option Mode. If a First Party elects to operate in Opt-Out Option Mode, it shall comply with the following notice requirements, as applicable:

(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 to the extent and in the manner required under Cal. Civ. Code § 1798.100(a), as well as all other notice obligations and requirements around manner of notice set forth in the CPRA and its implementing regulations, including, without limitation, Cal. Code Regs. tit. 11, §§ 7002(c), 7003, 7010, 7011, 7012(c), 7012(e), 7012(f), 7013(e), and 7013(f) (proposed). The First Party shall not collect categories of Personal Information other than those disclosed in its notice at collection in accordance with the CPRA and this Agreement; and

(ii) if a First Party Sells or Shares Personal Information to a Downstream Participant and such Downstream Participant controls the collection of Personal Information, the First Party shall include in its notice at collection:

(1) either the names of those Downstream Participants within the Signatory Identification List to which the First Party Sells or Shares Personal Information or information about such Downstream Participants' business practices (as provided by such Downstream Participants to the First Party);

(2) that such Downstream Participants to which it Sells or Shares Personal Information may control the collection of such information and that such Downstream Participants may Re-Sell or Re-Share it for the purpose of delivering Ads tailored to their interests; and

(3) 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. A link to the Signatory Identification List shall be made available by First Party as part of the disclosure set forth in this Section 4.2(a).

(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 as required under Applicable State Privacy Law (EC). (*see* Colo. Rev. Stat. 6-1-1308(1) and (2); CAPDP Section 6(c)-(e); Utah Code 13-61-302(1)(a)-(b); and Virginia Rev. Stat. 59.1-578(C)-(E)).

(c) National Approach. With respect to a National Consumer, the First Party shall provide notice as set forth in Sections 4.2(a)-(b) as if the National Consumer were a resident of each and every Applicable Jurisdiction.

4.3 Opt-Out Option Mode Choice Mechanisms. If a First Party elects to operate in Opt-Out Option Mode, it shall meet the following requirements to provide Choice Mechanisms, as applicable:

(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 (Sale and Share/Targeted Advertising) 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 CPRA and its implementing regulations. 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) with respect to the Opt-Out Override; and

(iii) provide, as applicable, a Choice Mechanism (Unrelated or Incompatible Purposes) to obtain Consent from the Consumer as required by the CPRA 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 for both Sales and Targeted Advertising, include a Choice Mechanism (Targeted Advertising) and 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) if a First Party does not Sell Personal Information and elects to operate in Opt-Out Option Mode with respect to Targeted Advertising only, the First Party shall include a Choice Mechanism (Targeted Advertising) on the First Party's home page, 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;

(iii) where the CPA 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;

(iv) where the CAPDP 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; and

(v) National Approach. With respect to a National Consumer, the First Party shall provide Choice Mechanisms as set forth in Sections 4.3(a)-(b) as if the National Consumer were a resident of each and every Applicable Jurisdiction.

4.4 Permitted Processing of Consumer's Personal Information in Opt-Out Option

Mode. For Covered Transactions undertaken in Opt-Out Option Mode, a 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 for purposes of carrying out 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 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 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 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 solely to undertake those Digital Advertising Activities to which the Consent requirement applies pursuant to Cal. Code Regs. Tit. 11, § 7002 (proposed); 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

Commented [A10]: Nothing in this Section 4.4 is intended to prohibit an Advertiser from purchasing Inventory via First-Party Advertising or via Third-Party Segment Creation, provided that the Advertiser does not Process any Personal Information in connection with the purchase of such Inventory.

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Personal Information or disclose it to Downstream Participants for those Digital Advertising Activities pursuant to Cal. Code Regs. Tit. 11, § 7002 (proposed).

(b) Applicable Jurisdictions (EC). For a Consumer whom the First Party has determined is a resident in 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 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 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 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; or

(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 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.

(c) National Approach. For a 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 to carry out Digital Advertising Activities;

(ii) Opted Out of both (1) Sales and (2) 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 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 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 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 solely to undertake those Digital Advertising Activities to which the Consent requirement applies pursuant to Cal. Code Regs. Tit. 11, § 7002 (proposed); 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 for those Digital Advertising Activities pursuant to Cal. Code Regs. Tit. 11, § 7002 (proposed).

4.5 Opt-Out Option Mode Signals. If a 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 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 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 a 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. First Parties that elect to operate in Service Provider Mode shall meet the following notice requirements, as applicable:

(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 as required under Cal. Civ. Code § 1798.100(a) and Cal. Code Regs. tits. 11, § 7011, 7012(c), 7012(e), and 7012(f) (proposed); and

(ii) comply with all other notice obligations, and requirements around manner of notice, set forth in the CPRA, including, without limitation, Cal. Code Regs. tits. 11, §§ 7002(c), 7003, 7004, 7010, 7011, 7012(c), 7012(e), 7012(f), 7013(e), and 7013(f) (proposed). The First Party shall not collect categories of Personal Information other than those disclosed in its notice at collection in accordance with the CPRA and this Agreement.

Commented [A11]: Unlike the requirements for First Parties operating in Opt-Out Option Mode, there are no requirements to provide Consumers with a choice to Opt Out of Sales, Sharing, or Targeted Advertising, because Service Provider Mode is intended for Signatories that will not engage in those activities.

(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 as required under Applicable State Privacy Law (EC). (See Colo. Rev. Stat. 6-1-1308(1) and (2); CAPDP Section 6(c)-(e); Utah Code 13-61-302(1)(a)-(b); and Virginia Rev. Stat. 59.1-578(C)-(E)).

(c) National Approach. With respect to a National Consumer, the First Party shall provide notice to the National Consumer as set forth in Sections 5.1(a)-(b) as if the National Consumer were a resident of each and every Applicable Jurisdiction.

5.2 Processing of Personal Information that is Unrelated to, or Incompatible with, the Purposes for which Such Information was Initially Collected. If a First Party operating in Service Provider Mode elects to Process Personal Information in a way that is unrelated to, or incompatible with, the purposes for which such information was initially collected:

(a) California: With respect to a Consumer whom the First Party determines is a resident of California, the First Party shall meet the additional requirements set forth in Schedule C.

(b) National Approach: With respect to a National Consumer, the First Party shall meet the additional requirements set forth in Schedule C as if the National Consumer were a resident of California.

5.3 First-Party Service Provider Mode Signals. If a 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 the Technical Signaling Implementation Guidelines.

5.4 First-Party Designation of Service Providers. Upon a First Party setting Signals pursuant to Section 5.3, the First Party 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 solely to carrying 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), 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 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; and

(c) National Approach: for a 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 solely for California Digital Advertising Activities.

6. JOINT DESIGNATION OF SERVICE PROVIDERS. This Section 6 applies to the Processing of a Consumer's Personal Information by Signatories 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.

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 each hereby designates 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 Downstream Participants Acting as First Parties. If a Consumer intentionally interacts with a Downstream Participant, through the Downstream Participant's own Digital Properties or otherwise, then the Downstream Participant is a First Party with respect to that interaction and shall comply with the requirements for First Parties to provide notice, Choice Mechanisms, set Signals, and otherwise meet the requirements for First Parties as set forth in Section 4 and Section 5, as applicable.

7.2 Processing of Signals by Downstream Participants.

(a) A Downstream Participants shall use commercially reasonable efforts to access and receive Signals set or sent by other Signatories.

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

(i) process any Signals it 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 as indicated by the latest

available version of the Signatory Identification List before disclosing any Personal Information to such counterparties; and

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

7.3 Permitted Processing of Personal Information by Downstream Participants.

(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 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 solely to carry out 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 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 solely to undertake the Digital Advertising Activities to which the Consent requirement applies to the extent that doing so is reasonably necessary and proportionate to achieve the purpose(s) for which such information was initially collected or Processed and is consistent with the requirements set forth in Cal. Code Regs. tit. 11, § 7002 (proposed); 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 for those Digital Advertising Activities pursuant to Cal. Code Regs. Tit. 11, § 7002 (proposed).

(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

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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 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 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; or

(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).

(c) 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 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 solely to carry out Digital Advertising Activities;

(ii) Opted Out of (1) Sales or (2) 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 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 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, 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 solely to undertake the Digital Advertising Activities to which the Consent requirement applies to the extent

that doing so is reasonably necessary and proportionate to achieve the purpose(s) for which such information was initially collected or Processed and is consistent with the requirements set forth in Cal. Code Regs. tit. 11, § 7002 (proposed); 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 for those Digital Advertising Activities pursuant to Cal. Code Regs. Tit. 11, § 7002 (proposed).

7.4 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, Downstream Participant shall honor the Signal or Signals that results in the more limited Processing of Personal Information.

7.5 Information Security. Downstream Participants shall implement reasonable security procedures and practices appropriate to the nature of the Personal Information received from a 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.

7.6 Lawfulness of Processing. Notwithstanding anything to the contrary in this Agreement, if a Downstream Participant reasonably determines that it cannot Process Personal information it receives in 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 a 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 pursuant to Section 4.4, and such Personal Information is accompanied by Signals indicating the Consumer has Opted Out of Sales of 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.

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(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) National Approach. If the Processing occurs while the Downstream Participant is a Service Provider pursuant to Section 8.1, and such Personal Information is

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accompanied by Signals indicating the Consumer is a 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, or incompatible with, the purposes for which it was initially collected 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

8.3 Usage of Subproviders by Service Providers. A Downstream Participant acting as a Service Provider 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 in the Signatory Identification List 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 1.53), 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 1.53), 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 14.5(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 in accordance with IAB’s stipulated process; or (iv) such Signatory fails to provide IAB with information needed for the Signatory 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 14.5(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 Signatory 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; and (iii) it will comply with Applicable State Privacy Laws, including, without limitation, with respect to any Post-Transaction Request.

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 a First Party, and, in connection with any Covered Transaction, shall transmit such Signal in a timely and accurate fashion to the Downstream Participants and Subproviders with which it transacts.

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

(i) **Existing contracts.** If the First Party and a Downstream Participant acting as a Third Party have entered into an Underlying Agreement pertaining to the Covered

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Transaction that does not adhere to all of the contract requirements set forth in Cal. Civ. Code § 1798.100(d), the First Party and Downstream Participant 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 the First Party has Sold or disclosed the Consumer's Personal Information to the Downstream Participant in a way that adheres to Cal. Civ. Code § 1798.100(d)(1), the First Party and the Downstream Participant hereby agree that the limited and specified purposes are solely the Digital Advertising Activities;

(2) If the Underlying Agreement does not obligate the Downstream Participant to comply with applicable obligations under the CPRA and to provide the same level of privacy protection as is required by the CPRA in a way that adheres to Cal. Civ. Code § 1798.100(d)(2), the Downstream Participant shall comply with all applicable obligations under the CPRA and to provide the same level of privacy protection as required by the CPRA;

(3) If the Underlying Agreement does not grant the First Party rights to take reasonable and appropriate steps to help ensure that the Downstream Participant uses the Consumer's Personal Information transferred to it pursuant to the Underlying Agreement in a manner consistent with the First Party's obligations under the CPRA in a way that adheres to Cal. Civ. Code § 1798.100(d)(3), the Downstream Participant hereby grants the First Party such rights;

(4) If the Underlying Agreement does not require the Downstream Participant to notify the First Party if it makes a determination that it can no longer meet its obligations under the CPRA, the Downstream Participant shall so notify the First Party; and

(5) If the Underlying Agreement does not grant the First Party 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 Downstream Participant, the Downstream Participant hereby grants the First Party that right.

(ii) Gap Transactions. In connection with a Gap Transaction, the parties to the Gap Transaction hereby agree as follow: (1) such parties engage in the Sale or Sharing of Personal Information solely for Digital Advertising Activities; (2) the Third Party in the Gap Transaction will provide the same level of privacy protection to any Personal Information Sold or Shared with it by the First Party in the Gap Transaction as required by the CPRA; (3) such Third Party grants the First Party the right to take reasonable and appropriate steps to ensure such Third Party uses the Personal Information transferred to it in a manner consistent with the First Party's obligations under Cal. Civ. Code § 1798.100(d); (4) the Third Party shall notify the First Party if the Third Party makes a determination that it can no longer meet its obligations under Cal. Civ. Code § 1798.100(d); and (5) the Third Party grants the First Party the right, upon notice, including under Subsection (3) 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 the IAB, and agree to be bound by the IAB'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, 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 and shall make corresponding updates to the Signatory's registration details through the IAB registration page. IAB may assign this Agreement to the Interactive Advertising

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Bureau, Inc. or 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 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.

14.3 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 state (*e.g.*, interpretation of the UCPA shall be governed by Utah law).

14.4 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.

14.5 Modifications: Changes in Law.

(a) After notification and consultation with the Legal Affairs Council of the Interactive Advertising Bureau, Inc. or a subcommittee thereof, IAB may modify this Agreement at any time by providing you written notice (including via email) of such modification, and any such modification shall automatically go into effect ninety (90) days after we provide such notice; provided, however, if IAB determines, in its sole discretion, that it is in the best interests of the digital advertising industry, 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.

(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.

14.6 Applicability of Signaling Provisions. None of the requirements set forth in this Agreement pertaining to the setting, reading, or sending of Signals applies to a Signatory unless and until that Signatory makes an affirmative election through the IAB registration page indicating that Signatory's readiness to comply with the Signaling requirements in this Agreement. For the avoidance of doubt, a Signatory that has not made such an affirmative election may not engage in Covered Transactions under this Agreement. This Section 14.6 is effective only until July 1, 2023, after which time all Signaling requirements in this Agreement will apply in all instances to all Signatories.

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 in the Signatory Identification List. 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 original form by you. No

Commented [A12]: Some participants in the digital advertising ecosystem that wish to become MSPA Signatories will nevertheless need additional time to complete the technical integrations required for Signaling under this Agreement. This sunset provision allows additional time for those that need it while ensuring that only Signatories that are capable of properly processing Signals engage in Covered Transactions.

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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) (1798.140(e)(6))	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 Viewability	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

Commented [A13]: The table below sets forth, in the first column, each of the Digital Advertising Activities that this Agreement covers in connection with a Covered Transaction. The columns to the right indicate which CPRA "business purposes" are available for Downstream Participants acting as Service Providers to rely on when processing Personal Information for the corresponding Digital Advertising Activity. For example, a Downstream Participant acting as a Service Provider may rely on the "short-term, transient use" and/or "advertising or marketing services" business purposes to process Personal Information in order to select and deliver First-Party Advertising, such as a contextual ad.

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 a 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)-(g) of this Schedule B, 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)-(g) 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 their 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 described in the Covered Transaction;

(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 CPRA;

(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 CPRA;

(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 CPRA, 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 CPRA, 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

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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 CPRA. 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 CPRA 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 8.4 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 CPA; 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 CPA 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.

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(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 CAPDP;

(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 8.4 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 CAPDP 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) **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 8.4 and requires such Subprovider to meet the same obligations as the Service Provider with respect to the Personal Information being Processed.

(f) **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 VCDPA;

(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 8.4 that requires the Subprovider to meet the obligations of the Service Provider with respect to the Personal Information being Processed.

(g) **National Approach**. For a National Consumer, meet the requirements set forth in this Schedule B as if the National Consumer were a resident of each and every Applicable Jurisdiction.

**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, or Incompatible With, the Purposes for Which it was Initially Collected While Operating in Service Provider Mode. If a 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, or incompatible with, the purpose(s) for which such information was initially collected or Processed pursuant to Cal. Code Regs. tit. 11, § 7002 (proposed), the First Party shall:

(a) **Service Provider Mode Choice Mechanisms.** For a Consumer whom the First Party either determines is a resident of California or elects to treat as a National Consumer, 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.

(b) **Permitted Processing in Service Provider Mode.** For a Consumer whom the First Party either determines is a resident of California or has elected to treat as a National Consumer, honor the choices made by the Consumer using the Choice Mechanism (Unrelated or Incompatible Purposes) as follows:

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

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

1.2 Permitted Use of Personal Information that is Unrelated to, or Incompatible With, the Purposes for Which it was Initially Collected by Service Providers. If a Downstream Participant Processes the Personal Information of a Consumer in connection with a Covered Transaction while acting as Service Provider on behalf of a First Party pursuant to Section 8.1(b) with Signals indicating the Consumer is either a resident of California or a 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 solely to undertake the California Digital Advertising Activities to which the Consent requirement applies; or

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(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 for those California Digital Advertising Activities.