

## **Tech Vendor Data Processing Addendum to the MSPA**

This Tech Vendor Data Processing Addendum to the MSPA (this “Tech Vendor DPA”) applies to any of the following services that the Technology Vendor provides in its capacity as a Service Provider to a Publisher: (i) First-Party Advertising; (ii) Frequency Capping Activities; (iii) Negative Targeting; (iv) Measure Ad Performance; (v) Apply Market Research to Generate Campaign Insights; (vi) Ad Fraud Detection; and (vii) Ad Viewability/Suitability (collectively, “Limited Digital Advertising Activities”). Technology Vendors that enter into this Tech Vendor DPA shall be considered Signatories to the MSPA, but only as to the provisions in this Tech Vendor DPA. Each disclosure of Personal Information from a Publisher to a Technology Vendor that enters into this Tech Vendor DPA is a Covered Transaction to the extent such disclosure is for a Limited Digital Advertising Activity. Capitalized terms not defined in the body of this Tech Vendor DPA are defined in Appendix B, which is attached hereto and incorporated herein.

1. **Privacy Terms**. Where a Technology Vendor is Processing the Personal Information of a Consumer as a Service Provider on behalf of a Publisher pursuant to this Tech Vendor DPA, the Technology Vendor shall:

1.1 not Sell or Share Personal Information that is subject to a Covered Transaction or Process such Personal Information for Targeted Advertising or Third-Party Segment Creation;

1.2 not retain, use, or disclose the Personal Information received from, or on behalf of, the Publisher pursuant to this Tech Vendor DPA for any purposes other than the Limited Digital Advertising Activities or as otherwise permitted by Applicable State Privacy Laws. With respect to the Processing of Personal Information of California Consumers, the Limited Digital Advertising Activities and their corresponding “business purposes” (as such term is defined under the CCPA) are set forth in Appendix A, which is attached hereto and incorporated herein;

1.3 not retain, use, or disclose the Personal Information received from, or on behalf of, the Publisher pursuant to this Tech Vendor DPA outside the direct business relationship between Technology Vendor and such Publisher, except where otherwise permitted under Applicable State Privacy Laws;

1.4 not combine the Personal Information that the Technology Vendor receives from, or on behalf of, the Publisher pursuant to this Tech Vendor DPA with Personal Information that the Technology Vendor receives from, or on behalf of, another Person or collects from its own interaction with the Consumer, except where otherwise permitted under Applicable State Privacy Laws;

1.5 cooperate with the Publisher in responding to, and complying with, Consumers’ rights requests pursuant to Applicable State Privacy Laws;

1.6 with respect to the Processing of Personal Information of California Consumers, provide the same level of privacy protection as required of the Publisher under the CCPA, such as by assisting the First Party in completing cybersecurity audits, conducting

risk assessments, and complying with automated decision-making technology requirements pursuant to the CCPA and by otherwise complying with this Tech Vendor DPA;

1.7 implement reasonable technical and operational security procedures and practices appropriate to the nature of the Personal Information received from, or on behalf of, the Publisher to protect the Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure and establish a clear allocation of the responsibilities between the Publisher and the Technology Vendor to implement the measures;

1.8 upon the reasonable request of the Publisher, make available to the Publisher all information necessary to demonstrate compliance with the obligations in this Tech Vendor DPA and Applicable State Privacy Laws. The Publisher shall treat such information as confidential information of the Technology Vendor and not disclose such assessment to any third party, except where required under applicable law;

1.9 allow, and cooperate with, reasonable assessments by the Publisher or the Publisher's designated assessor, or the Technology Vendor may arrange for a qualified and independent assessor to conduct an assessment of the Technology Vendor's policies and technical and organizational measures in support of the obligations under Applicable State Privacy Laws using an appropriate and accepted control standard or framework and assessment procedure for such assessments. Such assessment may include ongoing manual reviews and automated scans of the Technology Vendor's system and regular assessments, audits, or other technical and operational testing at least once every twelve (12) months. The Technology Vendor shall provide a report of such assessment to the Publisher upon request. The Publisher shall treat all assessments under this Section 1.9 as confidential information of the Technology Vendor and shall not disclose such assessments to any third party (except Publisher's designated auditor under at least the same or more stringent confidentiality obligations as under this section), except where required under applicable law;

1.10 notify the Publisher and IAB promptly after the Technology Vendor makes a determination that it can no longer meet its obligations under Applicable State Privacy Laws and permit the Publisher and IAB the right, upon notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information by the Technology Vendor that the Technology Vendor Processes pursuant to this Tech Vendor DPA;

1.11 the duration of the Processing undertaken by a Technology Vendor shall be only as long as is reasonably necessary to provide the specific Digital Advertising Activities to the Publisher in this Tech Vendor DPA. The Technology Vendor shall delete or return Personal Information Processed on behalf of the Publisher as requested at the end of the provision of services, unless retention of the Personal Information is required by applicable law;

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

1.13 engage a Subprovider only after providing the Publisher with an opportunity to object and pursuant to a written contract that requires the Subprovider to meet the Technology Vendor's obligations under this Tech Vendor DPA with respect to the Personal Information being Processed.

## 2. **TERM AND TERMINATION.**

2.1 **Term.** With respect to a particular Technology Vendor, the term of this Tech Vendor DPA (the "**Term**") commences on the date such Tech Vendor accepts this document and shall continue until terminated in accordance with **Section 2.2** or such Technology Vendor is removed or withdraws from this Tech Vendor DPA in accordance with **Section 2.3** or **Section 2.4**, respectively.

2.2 **Termination.** This Tech Vendor DPA may be terminated at any time by IAB upon sixty (60) days' written notice to the Tech Vendor; **provided, however,** that IAB may terminate this Tech Vendor DPA with immediate effect pursuant to, and in accordance with, **Section 3.6**.

2.3 **Signatory Removal.** IAB may suspend or permanently remove a Tech Vendor from its position as a Signatory if such Tech Vendor breaches this Tech Vendor DPA.

2.4 **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 3.55**; **provided, however,** if a Signatory determines that it can no longer meet its obligations under this Tech Vendor DPA, 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 Tech Vendor DPA. In such latter event, IAB will delete Signatory from the Identification List and provide corresponding notice to all Signatories.

2.5 **Effect of Termination of this Tech Vendor DPA.** Upon termination of this Tech Vendor DPA, except as set forth in **Section 2.6**, 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 Tech Vendor DPA shall continue to apply for such In-Flight Covered Transactions.

2.6 **Effect of Removal or Withdrawal of a Signatory.** Upon the removal or withdrawal of a Signatory from this Tech Vendor DPA, except as set forth in **Section 2.7**, 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 Tech Vendor DPA shall continue to apply to such Signatory for such In-Flight Covered Transactions.

2.7 **Survival.** The following provisions will survive termination of this Tech Vendor DPA with respect to all Signatories and/or any removal or withdrawal of a Signatory with respect to such Signatory: **Section 2.5** (Effect of Termination of this Tech Vendor DPA); **Section 2.6** (Effect of Removal or Withdrawal of a Signatory); **Section 3** (General Provisions); and this **Section 2.7** (Survival).

### 3. **GENERAL PROVISIONS.**

3.1 **Assignment; Name Changes.** Each Signatory shall use commercially reasonable efforts to provide written notice to IAB within five (5) business days after an assignment or name change of a Signatory or any of its Affiliates covered by this Tech Vendor DPA and shall make corresponding updates to the Signatory's or applicable Affiliate's registration details through the IAB registration page. IAB may assign this Tech Vendor DPA to (i) an Affiliate; (ii) the Interactive Advertising Bureau, Inc.; or (iii) any Affiliate of the Interactive Advertising Bureau, Inc. This Tech Vendor DPA will be binding upon and inure to the benefit of the Signatories and their successors and assigns.

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

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

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

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 Tech Vendor DPA, and waive any and all objections to such courts.

3.5 **Modifications; Changes in Law.** After notification and consultation with the Legal Affairs Council of the IAB or a subcommittee thereof, IAB may modify this Tech Vendor DPA 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 IAB provides such notice; provided, however, if IAB determines, in its sole discretion, that it is in the best interests of the digital advertising industry or the MSPA compliance framework, IAB may reduce such ninety (90) day period to thirty (30) days in order to address the enactment of, amendments to, enforcement of, or legal interpretation by an enforcement authority with jurisdiction over, new or existing state and federal privacy laws, rules, and regulations, including, without limitation, the Applicable State Privacy Laws. Signatory may terminate your participation in this Tech Vendor DPA within thirty (30) days of receipt of such written notice.

3.6 **Miscellaneous.** All notices required under this Tech Vendor DPA (other than routine operational communications) must be in writing and delivered via email to the addresses included by Signatories through the IAB registration page. Any notices to IAB shall be emailed to info@iabprivacy.com. With respect to this Tech Vendor DPA: (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. If any provision of this Tech Vendor DPA 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 Tech Vendor DPA shall remain in full force and effect. Any provision of this Tech Vendor DPA, 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. No Signatory shall be deemed to be in breach of this Tech Vendor DPA 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. There are no other third-party beneficiaries under this Tech Vendor DPA. This Tech Vendor DPA, including the attached appendices, 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. You consent and agree that: (i) your clicking of the “I Accept” and/or “Submit” buttons on IAB’s registration page constitutes your electronic signature, acceptance, and agreement under the United States federal E-SIGN legislation; and (ii) such electronic signature and our electronic signature will meet the requirements of an original signature as if actually signed by you and us, respectively, in writing. Further, you agree that no certification authority or other third-party verification is necessary to the enforceability of your signature. At our request, any electronically signed document must be re-executed in its original form by you. No party hereto may raise the use of an electronic signature as a defense to the enforcement of this Tech Vendor DPA or any other document executed in compliance with this Tech Vendor DPA.

**Appendix A: Limited Digital Advertising Activities and Corresponding Business Purposes**

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

## **Appendix B: Definitions**

1. “**Ad Fraud Detection**” means detection of potential Ad fraud with respect to Ads served on one (1) or more Publisher Digital Properties.
2. “**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.
3. “**Ad Viewability/Suitability**” means, as applicable, determination of whether an Ad was viewable by a Consumer on a Publisher Digital Property or appropriate for display on such Digital Property per an Advertiser’s unilaterally determined brand suitability criteria.
4. “**Affiliate**” means any Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, a specified Person.
5. “**Applicable State Privacy Law(s)**” means the (i) CCPA; (ii) Colorado Act; (iii) Connecticut Act; (iv) Delaware Act; (v) Florida Act; (vi) Iowa Act; (vii) Indiana Act; (viii) Kentucky Act; (ix) Maryland Act; (x) Minnesota Act; (xi) Montana Act; (xii) Nebraska Act; (xiii) New Hampshire Act; (xiv) New Jersey Act; (xv) Oregon Act; (xvi) Rhode Island Act; (xvii) Tennessee Act; (xviii) Texas Act; (xix) Utah Act; and (xx) Virginia Act, provided that the law is applicable to a First Party pursuant to the statutory thresholds in Applicable State Privacy Laws.<sup>1</sup> For purposes of this Tech Vendor DPA, the Florida Act is applicable only if the First Party is subject to the Florida Act with respect to the applicable Covered Transaction.
6. “**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).
7. “**Certified Partner**” means a participant in the digital advertising industry that meets the Certified Partner Program requirements set by IAB.
8. “**Certified Partner Program**” means the program established and administered by IAB, in its sole discretion, that permits participants in the digital advertising industry that are not Signatories to process Covered Transactions as set forth herein.
9. “**Consumer**” means a “consumer” as defined by Applicable State Privacy Law, whose Personal Information is subject to a Covered Transaction

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<sup>1</sup> See Cal. Civ. Code 1798.140(d), Colo. Rev. Stat. 6-1-1304(1), Conn. Gen. Stat. § 42-516, Del. Code Ann. tit. 6, § 12D-103(a), Fla. Stat. §§ 501.702(9) and § 501.703(1), Iowa Code § 715D.2(1), Ind. Code Ann. § 24-15-1-1(a), Kentucky Act KRS Chapter 367, Maryland Act § 14-4702, Minn. Stat. § 325O *et seq.*, Mont. Code § 30-14-2803, Nebraska Act L.B. 1074, N.H. Rev. Stat. § 507-H:1, New Jersey Act SB 332, Rhode Island Act 6-48.1-1. *et seq.* Oregon Act Sec. 2(1), Tenn. Code Ann. 47-18-3301 *et seq.*, Tex. Bus. & Com. Code § 541.002(a), Utah Act 13-61-102(1), and Virginia Code 59.1-576(A).

10. “Control” or “controls” and the formatives “controlling” and “controlled” mean the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.
11. “Covered Transaction” means any transaction pursuant to this Tech Vendor DPA.
12. “Digital Property” means a digital property (e.g., web page, mobile site, video digital property, video player, application, or retailer page) that is (i) owned, controlled, and/or operated by the First Party and designated by such First Party as a “Digital Property” on IAB’s registration page; and (ii) through which a Consumer’s Personal Information is collected by or on behalf of a Signatory.
13. “Downstream Participant” means a Signatory and any of its Affiliates that Process Consumer Personal Information in connection with a Covered Transaction, other than the First Party to the Covered Transaction.
14. “First Party” means a Signatory that is a Publisher, acting as a controller, with which a Consumer intentionally interacts, such as on that Signatory’s Digital Property.
15. “First-Party Advertising” means advertising delivered to a Consumer on a First Party’s Digital Property by using the Consumer’s Personal Information the First Party has directly collected from its own users, customers, or Digital Property visitors, whether through a Direct Transaction or through RTB:
  - a. where the Consumer’s activities used to determine such Advertising are limited to the Consumer’s activities on the First Party’s Digital Properties or the First Party’s other direct interactions with the Consumer, except that, where the Florida Act applies, the Consumer’s activities used to determine the Advertising are limited to the Consumer’s activities on the Publisher Digital Property on which the particular Advertising is delivered or the Publisher’s First-Party interactions with the Consumer offline; or
  - b. that qualifies as Contextual Advertising.

For the avoidance of doubt, any method of selecting an Ad that would constitute Targeted Advertising is not First-Party Advertising.
16. “Frequency Capping Activities” means limiting the number of times a Consumer sees a certain Ad or Ads during an Advertiser’s campaign on the Digital Properties of one (1) or more Publisher(s).
17. “Inventory” means digital Ad inventory on a Digital Property available for purchase.
18. “Limited Digital Advertising Activities” means, collectively, the following activities: (i) First-Party Advertising; (ii) Frequency Capping Activities; (iii) Negative Targeting; (iv)

Measure Ad Performance; (v) Apply Market Research to Generate Campaign Insights; (vi) Ad Fraud Detection; and (vii) Ad Viewability/Suitability.

19. “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).
20. “MSPA” means the then-current Multi-State Privacy Agreement.
21. “Negative Targeting” means a designation by the Advertiser of a set of Consumers who are not to be targeted with certain Ads.
22. “Person” means an individual, partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency, or political subdivision thereof or other entity.
23. “Personal Information” means information that would meet the definition of “personal information” or “personal data” under any Applicable State Privacy Law, but for purposes of this Tech Vendor DPA, excludes Sensitive Personal Information.
24. “Process” and the correlative “Processing” has the meaning set forth in Applicable State Privacy Law.
25. “Publisher” means an entity that both (i) owns, controls, and/or operates Digital Properties on which Consumers intentionally interact with such entity and (ii) makes Inventory available for sale to Advertisers.
26. “Sale” and the correlative “Sell” and “Sold” have the meaning set forth in Applicable State Privacy Law.
27. “Service Provider” means a “processor” or “service provider” as such terms are defined under Applicable State Privacy Laws.
28. “Share” and the correlative “Shared” or “Sharing” have the meaning set forth in the CCPA.
29. “Signatories” means the Technology Vendors acting on their own behalf that have executed this Tech Vendor DPA.
30. “Subprovider” means a non-Signatory that enters into a contract with a Downstream Participant in connection with a Covered Transaction where such contract is for the Processing of Personal Information for non-Digital Advertising Activities.
31. “Targeted Advertising” means “targeted advertising” or “cross-context behavioral advertising” as such terms are defined under Applicable State Privacy Laws.
32. “Technology Vendor” means an entity that uses client- or server-side technology (e.g., cookie, pixel, script, tag, API) to collect Personal Information in connection with a

Publisher's Digital Property in order to provide the Publisher with services that constitute Limited Digital Advertising Activities pursuant to an agreement with such Publisher.

33. "Third-Party Segment Creation" means Downstream Participants' or Certified Partners' Processing of Consumers' Personal Information (including, but not limited to, Consumers' Personal Information within Advertiser or Publisher match files) for generating and matching audience segments for the purpose of Targeted Advertising. For the avoidance of doubt, Downstream Participants, when acting as Service Providers, shall not use any Advertiser or Publisher match file for any secondary use, including for integration into the Service Provider's identity graph or for Targeted Advertising.