

TD DATA PROCESSING ADDENDUM FOR UID2 AGREEMENT

Controller:	The company agreeing to these terms " Company "
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and

Processor:	" The Trade Desk " or " TD "
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have entered into a UID2 Agreement or UID2 Proof of Concept Agreement (or equivalent TD agreement governing Company's use of the UID2 Technology) in which TD provides services ("**Services**") to Company ("**Agreement**"). This TD Data Processing Addendum ("**DPA**"), supplements, is in addition to, and is hereby incorporated by reference into the Agreement. As of the DPA Effective Date, all references to the Agreement shall be references to the Agreement as supplemented by this DPA.

This DPA reflects TD and Company's agreement on the terms governing TD's Processing of Company Personal Data under the Agreement covered by Applicable Privacy Law and is in addition to any rights or obligations set forth in the Agreement. TD may make reasonable changes to this DPA from time to time, and such changes shall become effective immediately upon posting [here](#).

If there is any conflict between the Agreement and the terms of this DPA, this DPA will govern, provided that nothing in this DPA will be understood to reduce any of the obligations or restrictions of Company with respect to Company Personal Data under the Agreement. Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Agreement.

This DPA is dated as of the later of the date of last signature of a party below (the "**DPA Effective Date**").

1. DEFINITIONS

1.1 "**Applicable Privacy Law**" means all applicable privacy and data security laws, including state, federal and extraterritorial or international laws as well as all regulations applicable to the Services being provided under the Agreement. "Applicable Privacy Laws" include, for example, the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (collectively, the "CCPA"), and any statute or regulations promulgated thereunder.

1.2 "**Authenticate**" means to use reasonable means to determine that a request to exercise Consumer data rights afforded under Applicable Privacy Law is being made by, or on behalf of, the Consumer who is entitled to exercise such Consumer rights with respect to the Personal Data at issue.

1.3 "**Auditing Party**" means a party chosen by Company to conduct an audit under this DPA.

1.4 "**Company Personal Data**" means any Personal Data contained in either Company Data or Client Data (to the extent Company Data or Client Data is expressly authorized under the Agreement) Processed by TD on Company's behalf when TD is acting as a Processor/Service Provider to Company.

1.5 "**Process**" or "**Processing**" means any operation or set of operations that are performed on Company Personal Data, whether or not by automated means, such as the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Company Personal Data.

1.6 "**Security Incident**" means a breach of TD's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Company Personal Data transmitted, stored or otherwise Processed by TD. A "Security Incident" will not include unsuccessful

attempts or activities that do not compromise the security of Company Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

1.7 **“Subprocessors”** means third-parties authorized under this DPA to have logical access to and Process Company Personal Data in order to provide parts of the Services and any related technical support.

The terms **“Business Purpose”**, **“Controller”**, **“Consumer”**, **“Cross-Context Behavioral Advertising”**, **“Personal Data”**, **“Processor”**, **“Sale”** or **“Sell”**, **“Service Provider”**, and **“Share”** or **“Sharing”** as used in this DPA will have the meanings ascribed to them in Applicable Privacy Law. References in this DPA to **“Personal Data”** and **“Consumer”** include **“Personal Information”** and **“Data Subject”** respectively.

2. PROCESSING OF DATA

2.1 **Purpose of Processing.** The Company Personal Data is being provided, and TD is Processing the Company Personal Data, in furtherance of the Services. **Exhibit A (Scope of Processing)** describes the subject matter and details of the Processing of Company Personal Data.

2.2 **Processor and Controller Responsibilities.** The parties acknowledge and agree that between TD and Company: (a) TD is a Processor or the equivalent of Company Personal Data under Applicable Privacy Law; (b) Company is a Controller or the equivalent of Company Personal Data under Applicable Privacy Law; and (c) each party will comply with the obligations applicable to it under Applicable Privacy Law with respect to the Processing of Company Personal Data.

2.3 **Authorization by Third-Party Controller.** If Company is a Processor to a third-party Controller, Company warrants to TD that Company’s instructions and actions with respect to Company Personal Data, including its appointment of TD as another Processor, have been authorized by the relevant Controller.

2.4 **Company Instructions.** Company instructs TD to Process Company Personal Data: (a) in accordance with the Agreement; (b) to provide the Services and any related technical support; (c) as further specified via Company’s use of the Services (including in the settings and other functionality of the Services) and any related technical support; and (d) to comply with other reasonable instructions provided by Company where such instructions are consistent with the terms of the Agreement and this DPA. Company will ensure that its instructions for the Processing of Personal Data shall comply with Applicable Privacy Law.

2.5 **TD’s Compliance With Company Instructions.** TD shall only Process Company Personal Data in accordance with Company’s instructions. If TD believes or becomes aware that any of Company’s instructions conflict with any Applicable Privacy Law, TD shall timely inform Company. TD may Process Company Personal Data other than on the instructions of Company if it is required under applicable law to which TD is subject. In this situation, TD shall inform Company of such requirement before TD Processes the Company Personal Data unless prohibited from doing so by applicable law.

2.6 **TD Responsibilities.** TD will: (a) ensure that its personnel engaged in the Processing of Company Personal Data have committed themselves to confidentiality obligations; (b) implement appropriate technical and organizational measures to safeguard Company Personal Data taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons; (c) upon reasonable request by Company, make available all information in TD’s possession necessary to demonstrate TD’s compliance with its obligations under Applicable Privacy Law; and (d) taking into account the nature of the Processing and information available to TD, by appropriate technical and organizational measures, insofar as reasonably practicable, assist Company in meeting its obligations as a Controller under Applicable Privacy Law, provided that Company will be responsible for costs associated with Company’s compliance.

2.7 Company Personal Data Provided to TD. Company shall have sole responsibility for the accuracy, quality, and legality of Company Personal Data and the means by which Company obtained the Personal Data.

2.8 CCPA Service Provider Terms. This Section applies only when Company Personal Data made available under the Agreement is subject to the CCPA. In such instances, (a) TD will solely Process the Personal Data for a Business Purpose under the CCPA (including Processing for purposes of auditing; security and integrity; debugging; short term, transient uses; and providing advertising or marketing services that do not constitute Cross Contextual Behavioral Advertising or profiling) and (b) such Processing will be subject to the following:

2.8.1 TD will not Sell or Share such Company Personal Data Company makes available to it pursuant to the Agreement;

2.8.2 Except for the purposes set forth in the Agreement and/or this DPA or as otherwise permitted for Service Providers under the CCPA, TD will not retain, use or disclose Company Personal Data that Company makes available to it outside of the direct business relationship between TD and Company or any additional purpose (including for any commercial purpose);

2.8.3 TD will comply with all applicable sections of the CCPA, including providing the same level of privacy protection to the Company Personal Data as is required under the CCPA;

2.8.4 Company shall have the right to take mutually agreeable reasonable and appropriate steps to ensure that TD uses Company Personal Data in a manner consistent with Company's obligations under the CCPA;

2.8.5 Company shall have the right, upon reasonable suspicion of noncompliance and prior written notice, to take reasonable and appropriate steps to stop and remediate TD's unauthorized use of Company Personal Data. If Company reasonably believes that TD is using Personal Data in an authorized manner, Company shall notify TD of such belief and the parties shall work together in good faith to stop or, if necessary, remediate the allegedly unauthorized use of Company Personal Data; and

2.8.6 TD shall notify Company if it makes a determination that it can no longer meet its obligations under the CCPA with respect to Company Personal Data.

3. **CONSUMER RIGHTS**

3.1 TD shall provide Company with commercially reasonable cooperation in fulfilling Company's obligations to respond to Consumer requests to exercise Consumer rights under Applicable Privacy Law taking into account (i) the nature of the Processing and the information available to TD; (ii) the timing of the Consumer request; and (iii) the extent to which Company could respond to such requests itself through its use of, or receipt of or access to data from, the Services. Company shall be responsible for ensuring adequate Authentication of all Consumer requests to the extent required by Applicable Privacy Law.

3.2 TD shall, to the extent legally permitted, promptly notify Company if it receives a Consumer request specific to Company to exercise Consumer data rights including rights to access, correct, amend, seek deletion of or object to the Processing of Company Personal Data relating to such individual.

4. **SUBPROCESSORS**

4.1 **General Authorization.** Company agrees that TD may authorize third-parties to Process the Company Personal Data on its behalf in connection with fulfilling TD's obligations under the Agreement and/or this DPA. The Subprocessors that are currently authorized to access and Process Company Personal Data are listed [here](#) ("Subprocessor List"). This URL may change if TD updates its website or client-facing documentation, in which case Company will be notified of the change.

4.2 **New Subprocessors.** If TD engages a new Subprocessor, TD will notify Company by updating its Subprocessor List, informing Company of the change, and giving Company the opportunity to object to such Subprocessor. If, within 30 days of receipt of that notice, Company notifies TD in writing of any objections (on reasonable data protection grounds) to the proposed addition, the parties will work together to find a mutually agreeable solution. If no mutually agreeable solution is achieved, Company may immediately, and notwithstanding anything to the contrary in the Agreement, terminate the Agreement, subject to all applicable provisions in this DPA and the Agreement. TD will contractually impose data protection obligations on its Subprocessors that are at least equivalent to those data protection obligations imposed on TD under Applicable Privacy Law.

4.3 **TD Liability.** TD will remain liable for the acts and omissions of its Subprocessors to the same extent TD would be liable if performing the services of each Subprocessor directly under the terms of this DPA.

5. SECURITY INCIDENT

5.1 **Notification Obligations.** In the event TD becomes aware of any Security Incident that triggers the consumer and/or regulatory reporting requirements under Applicable Privacy Law or is likely to result in a risk to the rights and freedoms of natural persons, TD will notify Company of the Security Incident without undue delay. TD shall not be liable for Security Incidents to the extent they are caused by Company or Company's personnel or end users.

5.2 **Manner of Notification.** Notification(s) of Security Incidents, if any, will be delivered to one or more of Company's business, technical or administrative contacts by any means TD selects, including via email. It is Company's sole responsibility to ensure it maintains accurate contact information on TD's support systems at all times.

5.3 **No Admission.** TD's notification of or response to a Security Incident under this Section will not be construed as an acknowledgement by TD of any fault or liability with respect to the Security Incident.

6. TERM; DESTRUCTION OF COMPANY PERSONAL DATA

6.1 **Term of DPA.** This DPA will take effect on the DPA Effective Date and will remain in full force and effect so long as the Agreement remains in effect.

6.2 **Destruction of Company Personal Data.** TD has no obligation to Company to retain any Company Personal Data. TD shall destroy all Company Personal Data in TD's possession, if any, after Processing, except to the extent stated otherwise in the Agreement or to the extent that TD is required under Applicable Privacy Law or other applicable law to keep a copy of the Company Personal Data, in which case TD shall, with respect to the applicable Company Personal Data: (a) securely isolate; (b) protect from any further Processing that is not required by Applicable Privacy Law; and (c) delete such Company Personal Data in accordance with TD's standard and reasonable data retention policies.

7. DEMONSTRATING COMPLIANCE

7.1 **Audits.** TD will allow an Auditing Party to conduct audits solely as necessary to fulfill Company's obligations under Applicable Privacy Laws no more than once yearly unless required by Applicable Privacy Law, in which case Company will provide TD with evidence of such a requirement. TD may object to any Auditing Party on the basis of TD's reasonable opinion that the Auditing Party is not suitably qualified or independent, is a competitor of TD, or is otherwise manifestly unsuitable, in which case Company will appoint another Auditing Party. After receipt by TD of a request for an audit from Company, TD and Company will discuss and agree in advance on the Auditing Party, a reasonable start date of no less than four (4) weeks from TD's approval of the Auditing Party, the scope and duration of, and the data protection controls applicable to, the audit. The audit must be conducted during regular business hours, subject to TD's policies, and may not unreasonably interfere with TD's business activities. Any audits are at Company's sole cost and expense.

7.2 **Notification of Non-Compliance.** Company shall promptly notify TD with information regarding any non-compliance discovered during the course of an audit.

7.3 **Limits on Auditing Party.** Nothing in the Agreement or this DPA will require TD either to disclose to an Auditing Party or Company, or to allow an Auditing Party or Company to access: (i) any data of any other customer of TD; (ii) TD's internal accounting or financial information; (iii) any trade secret of TD; (iv) any premises or equipment not controlled by TD; or (v) any information that, in TD's reasonable opinion, could: (A) compromise the security of TD's systems or premises; (B) cause TD to breach its obligations under Applicable Privacy Law or the rights of any third party; or (C) any information that an Auditing Party seeks to access for any reason other than the good faith fulfillment of Company's obligations under Applicable Privacy Law. Company shall contractually impose, and designate TD as a third-party beneficiary of, contractual terms that prohibit any Auditing Party from disclosing the existence, nature, or results of any audit to any party other than Company or TD unless such disclosure is required by applicable law.

8. **PARTIES.** Nothing in this DPA shall confer any benefits or rights on any person or entity other than the parties to this DPA.

9. **INDEMNIFICATION; LIMITATION OF LIABILITY**

9.1 For the avoidance of doubt, this DPA forms part of the Agreement and, except as expressly set forth in Section 9.2 below, is subject to the applicable limitations of liability and indemnity obligations set forth in the Agreement. Without limiting the foregoing, TD shall indemnify, defend and hold harmless Company against all damages, losses or expenses (including reasonable attorneys' fees) incurred by Company in connection with any third party claim arising out of or relating to a breach of this DPA by TD. The indemnified party will provide the indemnitor with prompt notice of any claim (provided that the failure to promptly notify shall only relieve indemnitor of its obligation to the extent it can demonstrate material prejudice from such failure) and at the indemnitor's expense, provide assistance reasonably necessary to defend such claim. The indemnitor will not enter into a settlement that would result in liability to the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TD'S MAXIMUM AGGREGATE LIABILITY UNDER ANY INDEMNIFICATION PROVISION IN THE AGREEMENT OR THIS DPA ARISING FROM OR RELATED TO A BREACH OF THIS DPA BY TD SHALL NOT EXCEED FIVE MILLION U.S. DOLLARS (US\$5,000,000). IN NO EVENT SHALL COMPANY BE ENTITLED TO RECOVER MORE THAN ONCE FOR THE SAME CATEGORY OF LOSS OR DAMAGE FROM THE SAME INCIDENT UNDER BOTH THE AGREEMENT AND THIS DPA, OR OTHERWISE. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Exhibit A
Scope of Processing

1. Subject Matter of the Processing of Company Personal Data

TD will Process Company Personal Data of Consumers to perform the Services under the Agreement.

2. Duration of the Processing of Company Personal Data

TD will Process Company Personal Data until the expiration or termination of the Agreement, unless prohibited by Applicable Privacy Law or as otherwise set forth in the DPA.

3. Nature and Purpose of the Processing of Company Personal Data

The nature and purpose of the Processing of Company Personal Data will be to Process to perform the Services under the Agreement.

4. Types of Company Personal Data

The types of Company Personal Data Processed by TD for the purposes of the Agreement may include the following:

- Email addresses (raw and/or hashed); and
- Phone numbers (raw and/or hashed).

5. Categories of Consumers

The categories of Consumers about whom TD will Process Company Personal Data may include (solely to the extent expressly authorized in the Agreement):

- Company's customers,
- End users of Company's websites, mobile applications, and/or other online properties,
- Customers of company's client(s),
- End users of the websites, mobile applications, and/or other online properties of Company's clients.