DATA SHARING AGREEMENT (Outbrain DSP SSP)

This Data Sharing Agreement ("**DSA**") is entered into by Zemanta Inc. ("**Outbrain DSP**") and the company (the "**SSP**") identified in the Outbrain DSP Supply Side Platform Order (governed by the Outbrain DSP Supply Side Platform Agreement) between the parties from time to time (together, the "**Terms**"). From the Effective Date of the Terms, this DSA shall apply to any and all agreements between the parties and their Affiliates from time to time.

This DSA is incorporated into the Terms (as amended from time to time) and constitutes a legally binding agreement between the parties. Collectively, the Controller SCCs (as applicable), the DSA and the Terms are referred to as the "**Agreement**". In the event of any conflict or inconsistency between any of the terms of the Agreement the following order of precedence shall prevail: (i) the Controller SCCs (as applicable); (ii) this DSA; and (iii) the Terms.

Any capitalized terms not defined in this DSA shall have the respective meanings given to them in the Terms.

1. **DEFINITIONS.**

    a. "**Affiliate(s)**" means in respect of either party at any time, any person or legal entity controlled by or controlling or under the common control of that party. Any reference to the parties shall include reference to their Affiliates;

    b. "**Controller SCCs**" means the standard data protection clauses "MODULE ONE: Transfer controller to controller" in accordance with article 46 2. (c) GDPR adopted by the European Commission on 4 June 2021 (Commission Implementing Decision (EU) 2021/914) (as amended or superseded), containing contractual obligations on the Data Exporter and the Data Importer, and rights for EEA Data Subjects whose Personal Data is transferred, as amended or superseded from time to time by the European Commission;

    c. "**Data Protection Laws**" means all laws, guidance or codes of practice issued by a relevant public authority applicable from time to time to Outbrain DSP or SSP relating to the processing of Personal Data and the privacy of electronic communications, including U.S. Consumer Privacy Laws and EU Data Protection Laws, the Brazilian General Data Protection Law (LGPD), Federal Law no. 13,709/2018 and the Japanese Act on the Protection of Personal Information;

    d. "**EEA**" means the European Economic Area;

    e. "**End Users**" are Data Subjects or Consumers who visit or use the impression inventory provided by SSP;

    f. "**EU Data Protection Laws**" means all laws, guidance or codes of practice issued by a relevant Supervisory Authority (including, in the UK, the Information Commissioner's Office ("ICO")) applicable from time to time to Outbrain DSP or SSP relating to the processing of Personal Data and the privacy of electronic communications in the EEA and the UK as amended or superseded, especially (i) the EU GDPR and the UK GDPR; (ii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) (ePrivacy Directive) and the UK Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) (PECR) as updated; (iii) the Swiss Federal Act on Data Protection 1992;

    g. "**EU GDPR**" means the General Data Protection Regulation (EU) 2016/679;

    h. "**UK GDPR**" means the EU GDPR as amended and incorporated into UK law under the UK European Union Withdrawal Act 2018;

    i. "**UK SCCs Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0 in force 21 March 2022 adopted by the ICO under S119A(1) of the UK Data Protection Act 2018 (as amended or superseded);

    j. "**U.S. Consumer Privacy Laws**" means the California Consumer Privacy Act of 2018 as amended by the

California Privacy Rights Act of 2020, the Colorado Privacy Act of 2021, the Connecticut Data Privacy Act of 2022, the Indiana Consumer Data Protection Act of 2023, the Iowa Consumer Data Protection Act of 2023, the Montana Consumer Data Privacy Act of 2023, the Tennessee Information Protection Act of 2023, the Utah Consumer Privacy Act of 2022, the Virginia Consumer Data Protection Act of 2021 and all other U.S. privacy laws, guidance or codes of practice issued by a relevant public authority applicable from time to time to Outbrain DSP or SSP relating to the processing of Personal Information and the privacy of electronic communications, as amended or superseded by any federal, state or national law, regulation or regulatory guidance;

k. **"Outbrain DSP User Data"** means Personal Data of an End User which Outbrain DSP collects directly on the impression inventory;

l. "**Controller**", "**Joint Controller**", "**Processor**", "**Data Protection Impact Assessment**", "**Data Subject**", "**Personal Data Breach**", "**Special Categories of Personal Data**" and "**Supervisory Authority**" shall have the meanings given in EU Data Protection Laws;

m. "**sale**" (including the terms "sell," "selling," "sold," and other variations thereof, including renting, disclosing, releasing, disseminating, making available, transferring, or otherwise communicating Personal Information for monetary or other valuable consideration), "**Consumer**", "**Business**", "**Third Party**" and "**Service Provider**" shall have the meanings given to those terms under U.S. Consumer Privacy Laws, as applicable; and

n. "**Personal Data**" (and any variation thereof, including "Personal Information" under U.S. Consumer Privacy Laws) and "**process**" (including "processing"), shall have the meaning given under the applicable Data Protection Laws.

2. **PURPOSE OF PROCESSING.** The parties collect and process Personal Data for the purposes of delivering Outbrain DSP's clients' advertising materials to End Users. Outbrain DSP processes Outbrain DSP User Data for the following purposes: (i) storing and/or accessing information on a device; (ii) using limited data to select advertising; (iii) creating profiles for personalized advertising; (iv) using profiles to select personalized advertising; (v) creating profiles to personalize content; (vi) using profiles to select personalized content; (vii) measuring advertising performance; (viii) measuring content performance; (ix) understanding audiences through statistics; (x) developing and improving services; (xi) using limited data to select content; (xii) ensuring security, preventing and detecting fraud, and fixing errors; and (xiii) delivering and presenting advertising and content.

3. **U.S. CONSUMER PRIVACY LAWS AND EU DATA PROTECTION LAWS SPECIFIC PROVISIONS.**

   a. Specific provisions applicable to U.S. Consumer Privacy Laws are located in Sections 4.2 and 5.2 (iv).

   b. Specific provisions applicable to EU Data protection Laws are located in Sections 4.3, 5.2 (ii) and 11.

4. **ROLE OF PARTIES.**

   a. Each party shall comply with all relevant provisions of Data Protection Laws as it applies to matters under the Agreement and ensure that they process Personal Data fairly and lawfully in accordance with Data Protection Laws as applicable in the provision and receipt of Personal Data.

   b. Insofar as U.S. Consumer Privacy Laws are applicable to the Service, Outbrain DSP and SSP will be considered independent Businesses for the collection, processing and selling of any Personal Information, and no party shall be considered a Service Provider on anyone's behalf, unless as strictly required under applicable U.S. Consumer Privacy Laws. In such case, the IAB Multi-State Privacy Agreement (the most recent version or successor thereto) shall be incorporated by reference into this DSA and shall govern the relationship between the parties with SSP's partners as Businesses and SSP and Outbrain DSP as Service Providers exclusively in respect of opted out traffic in the U.S., as applicable.

   c. Insofar as EU Data Protection Laws are applicable to the Agreement, Outbrain DSP and SSP will be

considered independent Controllers under EU Data Protection Laws for the collection and any further processing of any Personal Data, and Outbrain DSP shall not be considered a Processor on anyone's behalf.

d. Each party shall remain solely and exclusively responsible for determining the means and purposes of processing for its respective processing activities.

5. **SSP'S OBLIGATIONS.**

a. SSP is solely responsible for implementing the online advertising exchange and the impression inventory under the Agreement and Data Protection Laws.

b. SSP shall:

i. disclose (and, as applicable, require its own partners to disclose), via an appropriate privacy notice, Outbrain DSP to End Users as a Business or Controller collecting Personal Data for the purposes of delivering Outbrain DSP's clients' advertising materials as set out in Section 2.;

ii. collect (and, as applicable, require its own partners to collect) End Users' consent choices via a consent management platform using the IAB Transparency & Consent Framework v2.2 (the most recent version or successor thereto) and pass Outbrain DSP valid "consent"/"no consent" strings. SSP must not, at any time, send Outbrain DSP "null" or "invalid" signals;

iii. provide a user choice mechanism such as the opt out page(s) of the Network Advertising Initiative, the Digital Advertising Alliance or the European Digital Advertising Alliance, as applicable; and

iv. insofar as U.S. Consumer Privacy Laws are applicable to the Agreement, SSP shall collect (and, as applicable, require its own partners to collect) End Users' "Do Not Sell or Share My Personal Information" or equivalent opt out choices via a consent management platform using the IAB Global Privacy Platform (the most recent version or successor thereto) and pass Outbrain valid "yes"/"no" strings.

c. SSP shall at all times satisfy the requirements for an appropriate legal basis for the processing of Personal Data. In any event, where an End User opted out or withdrew their consent to personalized advertising and/or the sharing their Personal Data with Outbrain DSP through a mechanism alerting only SSP (instead of Outbrain DSP), such as device settings, SSP must not share such Personal Data with Outbrain DSP.

6. **Outbrain DSP'S OBLIGATIONS.**

a. Outbrain DSP shall disclose, via an appropriate privacy notice, all information relating to processing activities where the Personal Data is collected directly from the End User or where such Personal Data is collected via third parties, as required under Data Protection Laws. This information is available on Outbrain DSP's Privacy Policy.

b. Outbrain DSP shall at all times satisfy the requirements for an appropriate legal basis for the processing of Outbrain DSP User Data.

c. Outbrain DSP shall comply with requests from End Users to exercise their rights under relevant Data Protection Laws, without undue delay and within the required time limits. Requests relating to right to erasure, withdrawing consent, objecting to profiling, or "Do Not Sell or Share My Personal Information" can be exercised directly on Zemanta Opt Out page.

7. **COOPERATION.**

a. Each party shall develop, implement, and regularly review procedures to ensure they meet their respective obligations under Data Protection Laws.

b. Each party shall immediately inform the other party if any activity pursuant to the Agreement infringes any part of Data Protection Laws, and the parties shall review such activity accordingly. If during the term, Data Protection Laws change in a way that this DSA is no longer adequate for performing the processing activities necessary to the Terms, the parties agree to promptly negotiate in good faith to review this DSA in light of such changes.

c. In the event that either party receives any correspondence, enquiry or complaint from an End User, Supervisory Authority or any other third party related to the disclosure or processing of Personal Data pursuant to this DSA, or requests information from the other party when performing a Data Protection Impact Assessment, it shall promptly inform the other party giving full details of the same, and the other party shall provide such assistance as reasonably required (at each party's sole cost and expense) and in good faith in order to respond in accordance with any requirements under Data Protection Laws.

8. **DATA SECURITY.**

a. Each party shall implement and maintain such appropriate technical and organizational measures as required by Data Protection Laws to ensure that the Personal Data is processed in a secure manner, including (but not limited to) (i) the pseudonymization and encryption of Personal Data; (ii) ensuring the confidentiality, integrity, availability and resilience of the services provided under the Agreement, including the ability to restore availability of, and access to, Personal Data in a timely manner in the event of a physical or technical incident; (iii) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; and (iv) regularly carrying information security risk assessments that take account of risk of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

b. An overview of Outbrain DSP's appropriate technical and organizational security measures are described on Outbrain's Security page (Outbrain DSP's parent company).

c. Upon becoming aware of a suspected or confirmed Personal Data Breach or Security Incident involving Outbrain DSP User Data collected pursuant to this DSA, each party shall notify the other party without any undue delay, and provide such assistance as reasonably required to allow the other party to comply with its respective obligations under Data Protection Laws.

9. **PERSONNEL.** Each party shall be responsible for ensuring that staff members are appropriately trained to handle and process the Personal Data in accordance with their internal technical and organizational security measures, where relevant, together with Data Protection Laws, and have entered into confidentiality agreements relating to the processing of Personal Data.

10. **PROCESSORS – SERVICE PROVIDERS.** Each party shall remain independently responsible for appointing its respective Processors and/or Service Providers in accordance with Data Protection Laws.

11. **INTERNATIONAL TRANSFERS.**

a. Insofar as Personal Data is collected from End Users located within the territory of the EEA or the UK by either party during the course of the Agreement, neither party shall process any Personal Data (nor permit any Personal Data to be processed) in a country outside of the EEA or the UK unless: (i) that country has been designated by the European Commission or the ICO (as applicable) as providing an adequate level of protection for Personal Data; or (ii) it has taken such measures as necessary to ensure the transfer is compliant with EU Data Protection Laws.

b. The parties agree that, to the extent that Section 11.1 is applicable, the Controller SCCs shall be incorporated by reference into this DSA and shall govern any international transfer of Personal Data outside of the EEA and the UK. For the purpose of the Controller SCCs, the parties fully agree that:

    i. SSP is the "Data Exporter" and Outbrain DSP, the "Data Importer";

  ii. Clause 7 "Docking clause" is deleted;

  iii. The OPTION under Clause 11 "Redress" is deleted;

  iv. Clause 17 "Governing Law" is completed with "Republic of Ireland";

  v. Clause 18 (b) "Choice of forum and jurisdiction" is completed with "Dublin, Republic of Ireland";

  vi. Annex I to the Controller SCCs shall be deemed to have been completed with Annex I to this DSA; and

  vii. Annex II to the Controller SCCs shall be deemed to have been completed by [Outbrain's Security page](#) (Outbrain DSP's parent company).

  viii. Insofar as the transfer is subject to UK GDPR, the UK SCCs Addendum are incorporated by reference into this DSA in addition to the above, and Section 19 of the UK SCCs Addendum is completed with "the Data Importer".

c. For the purposes of EU Data protection Laws, the parties acknowledge that Outbrain DSP has implemented supplementary measures complying with all requirements of EU Data Protection Laws, which consist of (i) encryption of all data in transit and encryption of UUIDs at rest which can only be decrypted with a private key stored in the EEA; (ii) pseudonymization; and (iii) not having received any legally binding request from a public authority, including judicial authorities, under the laws of the country of destination and not being aware of any direct access by public authorities.

12. **TERM AND TERMINATION.** This DSA shall commence on the Effective Date and shall continue as long as SSP provides the impression inventory to Outbrain DSP.

13. **DATA RETENTION.** Outbrain DSP shall not retain any individual data point collected in relation to the Agreement for longer than 13 months, unless it constitutes anonymous data.

14. **MISCELLANEOUS.**

a. Neither party shall be in breach of this DSA nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

b. Failure or delay in exercising any right or remedy under this DSA shall not constitute a waiver of such (or any other) right or remedy under this DSA, the Agreement or Data Protection Laws.

c. SSP shall not assign or otherwise transfer its rights or its obligations under this Agreement, in whole or in part, without the prior written consent of Outbrain DSP.

d. Except as expressly stated otherwise and to the extent applicable under Data Protection Laws, nothing in this DSA shall create or confer any rights or other benefits in favor of any person other than a party to this DSA.

e. The invalidity, illegality, or unenforceability of any term of this DSA shall not affect the remainder of the DSA.

f. This DSA shall be governed by the laws specified in the applicable Master Supply Side Agreement.

ANNEX I

Description of Processing Activities

This Annex forms part of the DSA and describes the processing of Personal Data by Outbrain DSP. When Section 11.5 of the DSA applies, Annex I to the Controller SCCs shall be deemed to have been completed with this Annex.

1. **LIST OF PARTIES**

Data Exporter:

SSP name, address and contact details as stated in the Outbrain DSP Supply Side Platform Order.

Activities relevant to the data transferred: Online advertising exchange allowing the purchase of an impression inventory.

Independent Controller.

Data Importer:

Outbrain DSP with address and contact details as stated in the Outbrain DSP Supply Side Platform Order.

Activities relevant to the data transferred: Digital advertising services.

Independent Controller.

1. **DESCRIPTION OF TRANSFER**

Categories of Data Subjects whose Personal Data is transferred: End Users (Data Subjects who visit or use the impression inventory provided by SSP or interact with Outbrain DSP's clients' advertising materials served by Outbrain DSP on the impression inventory).

Categories of Personal Data transferred:

- Bid request unique identifier

- Zemanta unique identifier

- IP address

- User Agent data, browser and device type (desktop/mobile, brand, model, operating system and system version), application version, application ID or package name)

- Device advertising identifiers

- Pages, content visited and events

- Time of visit

- Broad location

- Device time zone

Sensitive data transferred: No Special Categories of Personal Data are transferred.

Frequency of the transfer: Real time, continuous basis.

Nature of the processing:

- Receiving data, including collection, accessing, retrieval, recording, and data entry;

- Holding data, including storage, organization and structuring;

- Using data, including analyzing, consultation, testing, automated decision making and profiling;

- Updating data, including correcting, adaptation, alteration, alignment and combination;

- Protecting data, including restricting, encrypting, and security testing;

- Sharing data, including disclosure, dissemination, allowing access or otherwise making available;

- Returning data to the Data Exporter or Data Subject;

- Erasing data, including destruction and deletion.

Purpose(s) of the data transfer and further processing: Digital advertising services, which include:

- Storing and/or accessing information on a device;

- Using limited data to select advertising;

- Creating profiles for personalized advertising;

- Using profiles to select personalized advertising;

- Creating profiles to personalize content;

- Using profiles to select personalized content;

- Measuring advertising performance;

- Measuring content performance;

- Understanding audiences through statistics;

- Developing and improving services;

- Using limited data to select content;

- Ensuring security, preventing and detecting fraud, and fixing errors; and

- Delivering and presenting advertising and content.

Retention period: An individual data point is retained for no longer than 13 months.

Recipients: The subject matter, nature and duration can be found on [Zemanta's Integrations page](#).

1. **COMPETENT SUPERVISORY AUTHORITY**

In the UK: The Information Commissioner's Office.

In the EEA: The Supervisory Authority of the Member State of the SSP's Registered Address as stated in the Outbrain DSP Supply Side Platform Order, or, if not applicable, the Supervisory Authority of the Member State in which the Data Subjects whose Personal Data is transferred under this Agreement are located.