

OpenX Data Processor Terms

Effective: January 1, 2023

These OpenX Data Processor Terms (“**Terms**”) apply in the limited circumstances where OpenX Technologies, Inc. (“**OpenX**”) has entered into an agreement with our supply or demand partners (“**You**”) to provide specific services to You as a “service provider” or “processor” (the “**Services**”). These Terms apply solely to such Services, and for such Services these Terms supersede the U.S. State Law Compliance section of OpenX’s Supply Policy and/or Demand Policy as applicable. All other provisions of the Supply Policy and/or Demand Policy continue to apply to You and OpenX except as otherwise explicitly provided in the agreement between You and OpenX.

General Compliance

- You and OpenX will comply with all applicable state data protection and data privacy laws and regulations of the United States, as they may be amended or replaced from time to time, including laws and regulations that are enacted or become effective after January 1, 2023 (together, “**U.S. State Privacy Laws**”). As used in these Terms, the term “personal data” includes “personal information” as each term is defined in U.S. State Privacy Laws, and “process” or “processing” has the same meaning as such term is defined in U.S. State Privacy Laws.
- OpenX will take steps to protect personal data You provide or make available to OpenX for OpenX to provide the Services (“**Your Personal Data**”) as required by U.S. State Privacy Laws. This will include OpenX (i) ensuring that each person processing Your Personal Data is subject to a duty of confidentiality, and (ii) maintaining administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Your Personal Data.
- With respect to Your Personal Data, You are a “business” or “controller” and OpenX is a “service provider” or “processor,” in each case as such terms are defined by U.S. State Privacy Laws. The nature and purpose of OpenX’s processing of Your Personal Data are set forth in the agreement describing the Services, and the duration of the processing will be for the duration of the Services. The types of Your Personal Data subject to the OpenX’s processing include online identifiers, commercial or transactions information, Internet or other network activity information, geolocation information, and other information that is linked to such information.

Processing Restrictions

- You provide or make available Your Personal Data for the limited purposes of OpenX providing the Services. OpenX agrees to process Your Personal Data solely to provide the Services and in accordance with the lawful instructions provided by You, except where otherwise required by law.
- For the avoidance of doubt, OpenX will not (i) collect, retain, use, or otherwise disclose Your Personal Data outside of the direct business relationship with You related to the Services; (ii) collect, retain, use, or otherwise disclose Your Personal Data for any purpose other than performing the processing instructed by You related to the Services or as otherwise permitted by U.S. State Privacy Laws; (iii) sell Your Personal Data or share Your Personal Data for targeted online advertising, except on Your behalf and as instructed by You to provide the Services; or (iv) combine Your Personal Data with personal data received from another person or persons except as permitted for a service provider or processor under U.S. State Privacy Laws. OpenX certifies that it understands the restrictions in this section.

Subprocessors

- You acknowledge and agree that OpenX may engage one or more other entities to process Your Personal Data (each a “**Subprocessor**”), including but not limited to the service providers listed [here](#), so long as OpenX notifies You in advance of such engagement and provides You with the opportunity to object to the engagement of the Subprocessor. OpenX agrees to engage such

Subprocessors pursuant to written contracts that contain restrictions on processing that are consistent with the terms of these Terms and, without limiting the foregoing, require the Subprocessor to meet the obligations of OpenX with respect to Your Personal Data.

Individual Rights Requests

- OpenX agrees to notify You in the event OpenX receives a request from, or on behalf of, any individual to exercise such individual's rights under U.S. State Privacy Laws with respect to Your Personal Data. OpenX will provide such information and assistance as may be commercially reasonable and necessary to allow You to comply with your obligations under U.S. State Privacy Laws to respond to such requests.

Information Sharing and Suspension of Processing

- You may take commercially reasonable and appropriate steps to ensure that OpenX processes Your Personal Data in a manner consistent with your obligations under U.S. State Privacy Laws. If OpenX determines that it can no longer meet its own obligations under U.S. State Privacy Laws as a service provider or processor, OpenX agrees to notify You of such determination. Upon such notice or in the event You otherwise become aware of unauthorized processing of Your Personal Data, You may take steps to stop and remediate the unauthorized processing by directing OpenX to temporarily suspend its processing of Your Personal Data until OpenX can meet its material obligations as a service provider or processor under U.S. State Privacy Laws.
- No more than annually, upon reasonable written request, OpenX will make available to You information necessary (i) to demonstrate OpenX's compliance with U.S. State Privacy Laws as a service provider or processor and these Terms or (ii) for You to conduct data protection assessments required by U.S. State Privacy Laws.

Assessments

- You may request in writing, no more than once per year, that OpenX assess its compliance with U.S. State Privacy Laws as a service provider or processor and with these Terms. You agree that OpenX may arrange for a qualified and independent third party to conduct such an assessment so long as (i) the third party uses an appropriate and accepted control standard or framework and assessment procedure; and (ii) the report of such assessment is provided to You upon request.

Personal Data Breach

- OpenX will notify You in the event of a security incident involving Your Personal Data where such notification is required under U.S. State Privacy Laws ("Personal Data Breach"). OpenX will also promptly (i) investigate the Personal Data Breach and provide You with information about the Personal Data Breach; and (ii) take reasonable steps to remediate and mitigate the effects of the Personal Data Breach.

Deletion

- At the end of OpenX's provision of the Services, You agree that OpenX will delete Your Personal Data consistent with OpenX's data retention policies, unless OpenX is required by law to retain Your Personal Data.