



Yahoo Data Processing Agreement

This Data Processing Agreement (the "**Agreement**") is entered into by and between Yahoo EMEA Limited, a company incorporated under the laws of Ireland (registration number: 426324) whose principal place of business is at 5-7 Point Square, North Wall Quay, Dublin 1, Ireland, on behalf of itself and Yahoo Affiliates (defined below) (collectively, "**Yahoo**") and the undersigned counterparty ("**Company**") on behalf of Company Affiliates, each a "**Party**" and collectively, the "**Parties**". This Agreement amends all MSAs (as defined below) entered into by and between Company and Yahoo for the provision of Services. "**Yahoo Affiliate**" means Yahoo Inc., Oath Holdings Inc., Yahoo Netherlands B.V. and any entity controlled by any of the foregoing. "**Company Affiliate**" means any entity that owns or controls, is owned by or controlled by or is under common control or ownership with Company. Any undefined terms used herein shall have the meanings set forth in the MSA. Where there is more than one MSA, all references below to "**Yahoo**" shall be deemed references to Yahoo EMEA Limited (unless expressly agreed otherwise) and all references below to "**Company**" shall be deemed references to the Company Affiliate that is party to the relevant MSA.

INTRODUCTION

The Parties have previously entered into an MSA for the provision of Services. The Parties agree that there may be Personal Data shared between the Parties, including but not limited to, name, address, phone number, email address, internet protocol addresses, precise location data and similar unique IDs such as cookie IDs and device IDs, in connection with the performance of each Party's obligations under the MSA described below. This Agreement only applies to the extent that EU/UK Data Protection Law applies to the Processing of Personal Data under this Agreement, including if (a) the Processing is in the context of the activities of an establishment of either Party in the European Economic Area ("**EEA**") or the United Kingdom ("**UK**") and/or (b) the Personal Data relates to Data Subjects who are in the EEA or the UK



Parties shall ensure that they will Process Personal Data solely for the purposes set forth in the MSA or as otherwise agreed to in writing by the Parties. For the avoidance of doubt, this Agreement and the obligations hereunder do not apply to aggregated reporting or depersonalised statistics a Party may provide to the other Party in connection with the provision of the Services hereunder.

TERMS AND CONDITIONS

1. Definitions and Interpretation

- i. In this Agreement, the following terms shall have the following meanings:
 - a. **"Applicable Data Protection Law"** means any and all applicable privacy and data protection laws and regulations (including, where applicable, EU/UK Data Protection Law) as may be amended or superseded from time to time.
 - b. **"Controller", "Processor", "Data Subject", "Personal Data", "Processing" (and "Process"), "Personal Data Breach" and "Special Categories of Personal Data"** shall have the meanings given in EU/UK Data Protection Law.
 - c. **"Standard Contractual Clauses"** in relation to the Processing of Personal Data pursuant to this Agreement means the standard clauses for the transfer of Personal Data to entities established in third countries approved by the European Commission or the UK from time to time. The approved EU versions in force at present are set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021, available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0914&qid=1632820530446>.
 - d. **"Cross-App Advertising"** as currently defined by the Network Advertising Initiative ("NAI"), means the collection of data through applications owned or operated by different entities on a particular device for the purpose of delivering advertising based on the preferences or interests known or inferred from the data collected,



- e. **"EU/UK Data Protection Law"** means the (i) EU General Data Protection Regulation (Regulation 2016/679) (**"GDPR"**); (ii) the EU e-Privacy Directive (Directive 2002/58/EC), as amended (e-Privacy Law); (iii) any national data protection laws made under, pursuant to, replacing or succeeding (i) and (ii); and (iv) any legislation replacing or updating any of the foregoing.
- f. **"ID"** means: (i) a unique identifier stored on an end-user's device, (ii) a unique identifier generated on the basis of device information, or (iii) a resettable advertising ID associated with a mobile device or an application.
- g. **"MSA"** means any agreement between Yahoo and Company where a Party engages in or is permitted to engage in the Processing of Personal Data of Data Subjects.
- h. **"Relevant Privacy Requirements"** mean all (i) applicable advertising self-regulatory requirements, laws, governmental regulations and court or government agency orders, decrees and policies relating in any manner to the collection, use or dissemination of information from or about users, user traffic or otherwise relating to privacy rights or with respect to the sending of marketing and advertising communications; (ii) any written agreements Company or Yahoo may have with non-governmental certification or self-regulatory bodies and that are made available in writing by one Party to the other; (iii) posted privacy policies; and (iv) for mobile applications, the terms of service for the applicable mobile operating system.
- i. **"Security Incident"** shall mean any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data of the other Party. For the avoidance of doubt, any Personal Data Breach of the other Party's Personal Data will comprise a Security Incident.
- j. **"Services"** means services provided to the other Party pursuant to the terms of an MSA.
- k. **"Subprocessor"** means any entity which provides processing services on behalf of a Processor.



- ii. The Exhibits and Annexes form part of this Agreement and a reference to an Exhibit or an Annex is, unless stated otherwise, a reference to an exhibit or annex to this Agreement.
- iii. References to Standard Contractual Clauses (the “SCCs”) shall, to the extent applicable, be deemed to refer to: (a) any equivalent document adopted by the United Kingdom (“UK SCCs”); and/or (b) any amended or replacement version of (i) the SCCs adopted by the European Commission and/or (ii) the UK SCCs.
- iv. In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an addendum to the MSA. Except where the context requires otherwise, references in this Agreement to the MSA are to the MSA as amended by, and including, this Agreement.

2. Obligations of the Parties

- i. The Parties agree that they will each act as a Controller, Processor and/or Subprocessor as further detailed at the Services Description page located at <https://legal.yahoo.com/ie/en/yahoo/terms/servicesdescription/index.html> (the “Services Description Page”).
- ii. Part I of Annex 1 located at <https://legal.yahoo.com/ie/en/yahoo/terms/dpa/part1/index.html> will apply where Yahoo and Company are both Controllers.
- iii. Part II of Annex 1 located at <https://legal.yahoo.com/ie/en/yahoo/terms/dpa/part2/index.html> will apply where:
 - a. Yahoo is a Controller and the Company is a Processor, or
 - b. Yahoo is acting as a Processor on behalf of a third party Controller (not Company) and Company is a Subprocessor.
- iv. Part III of Annex 1 located at



- b. Company is acting as a Processor on behalf of a third party Controller and Yahoo is a Subprocessor.
- v. The Parties shall, at all times, comply with their respective obligations under Applicable Data Protection Laws.
- vi. Additionally, the Parties agree that the following email addresses shall be monitored for data protection enquiries and Data Subject Requests:

Yahoo: emea-legal@yahooinc.com

[Insert Company Name]: [_____]

3. International transfers

- i. Where EU/UK Data Protection Law applies, neither Party shall transfer or permit any Personal Data shared by the other Party to be transferred to a territory outside of the EEA or the UK (as applicable) unless it has taken such measures as are necessary to ensure the transfer is in compliance with EU/UK Data Protection Law. Such measures may include (without limitation) transferring the Personal Data to a recipient (a) pursuant to EU/UK Standard Contractual Clauses, (b) in a country that for the purposes of EU/UK Data Protection Law is deemed to provide adequate protection for Personal Data, or (c) based on any other valid transfer mechanism under EU/UK Data Protection Laws.
- ii. Yahoo EMEA Limited is an entity established in the EU and, as such, when Company transfers Personal Data to it, there is no transfer of Personal Data outside of the EEA/UK. Where Company is (or becomes) established outside the EEA/UK, it shall notify Yahoo in writing and the parties shall execute the appropriate Standard Contractual Clauses. Where and to the extent that the Standard Contractual Clauses apply pursuant to this Section 3, if there is any conflict between this Agreement and the Standard Contractual Clauses the standard clauses shall prevail.



4. Term and Concluding Provisions

The term of this Agreement will take effect on the date of execution of this Agreement (the “**Effective Date**”) by the Parties and will remain in effect until terminated by either Party (the “**Term**”). The Parties agree that Personal Data will be processed by the other Party for the duration of the Services under the Agreement. This Agreement shall survive termination or expiry of the MSA. Upon termination or expiry of the MSA, each Party may continue to Process Personal Data provided that such Processing complies with the requirements of this Agreement and Applicable Data Protection Law and provided that such Processing ceases within thirty (30) days, or earlier upon written request by the other Party.

5. Miscellaneous

This Agreement and any underlying MSA shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter including any provisions in the MSA which address the processing of Personal Data. This Agreement and all disputes arising out of or relating to this Agreement shall be interpreted, construed and enforced in accordance with the laws of the Republic of Ireland. Each Party irrevocably consents to the exclusive jurisdiction of the courts situated in the Republic of Ireland over all such disputes and claims under this Agreement and all actions to enforce such claims or to recover damages or other relief in connection with such claims under this Agreement except to the extent that Applicable Data Protection Law requires otherwise. The Parties may execute this Agreement in counterparts, including facsimile, PDF, electronic signature (Echosign, DocuSign, etc.) and other electronic copies, which taken together will constitute one instrument.

