

U.S. STATE PRIVACY LAWS ADDENDUM

Last Updated: August 19, 2024

This Data Processing Addendum (this “**Addendum**”) by and between Customer and Amazon is effective as of the later of (a) the effective date of the Agreement (as defined below) between Amazon and Customer (b) the effective date of the earliest applicable U.S. State Privacy Law (the “**Addendum Effective Date**”). This Addendum supplements the applicable agreements, as updated from time to time between Customer and Amazon, governing the processing of Customer Personal Data by Amazon in connection with its performance of advertising services (each, the “**Agreement**”). This Addendum automatically expires upon the termination of the Agreement. All capitalized terms will have the meaning given to them in Section 6 of this Addendum, and if not defined in Section 6, then as defined in the Agreement. “**Amazon**” means, in respect of the Agreement, the applicable Amazon contracting party entering into the Agreement. “**Customer**” means the applicable entity or entities that enter into or are bound by the Agreement with Amazon.

1. Data Processing Instructions

- (a) Amazon will act as processor in relation to Customer Personal Data and Customer will act as controller in relation to Customer Personal Data.
- (b) Amazon will only process Customer Personal Data in accordance with the instructions agreed under the relevant Agreement and Order, unless Customer’s instructions infringe the U.S. State Privacy Laws or other applicable law. Customer shall ensure that its instructions comply with all laws, rules and regulations applicable in relation to the Customer Personal Data, and that the processing of Customer Personal Data in accordance with Customer’s instructions will not cause Amazon to be in breach of the U.S. State Privacy Laws or other applicable law.
- (c) The parties agree that the Agreement and this Addendum is Customer’s complete and documented instructions in relation to Customer Personal Data. Any additional instructions require prior written agreement between Amazon and Customer.
- (d) If Customer acts as processor in relation to Customer Personal Data on behalf of a third- party controller, Customer represents and warrants to Amazon that Customer’s instructions in respect of the processing by Amazon of Customer Personal Data have been notified to, and authorized by, the third-party controller of Customer Personal Data, in accordance with Customer’s and such controller’s obligations under the U.S. State Privacy Laws and other applicable law.
- (e) The terms “processor”, “controller”, and “process” have the meanings ascribed to them under the applicable U.S. State Privacy Law; provided that, the terms “processor” and “controller” are where relevant for the applicable U.S. State Privacy Law, replaced with the terms “service provider” and “business”, respectively (or equivalent terms under the applicable U.S. State Privacy Law), in each case as defined in the applicable U.S. State Privacy Law.

2. Customer’s Obligations

Customer will comply with all laws and regulations applicable to it and binding on it in the performance of this Addendum, including the U.S. State Privacy Laws. Customer acknowledges and agrees that its (and any third-party controller’s) obligations under the U.S. State Privacy Laws include, as applicable and without limitation, (i) having a lawful justification (legal basis) for processing Customer Personal Data, including for the purposes

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agreed under the Agreement; (ii) publishing (or ensuring the publication of) privacy notices informing and notifying end users about the processing of Customer Personal Data by Amazon; and (iii) implementing (or ensuring the implementation of) technical and organizational measures to protect Customer Personal Data against the risks that are presented by the processing of such Customer Personal Data, including the risk of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data. Should third parties take legal action or make other claims against Amazon or its Affiliates pertaining to data processing under this Addendum, Customer will indemnify Amazon and its Affiliates in respect of any such claims.

3. Amazon's Obligations

- (a) Confidentiality. Amazon will treat all Customer Personal Data as confidential information, in accordance with its confidentiality undertakings to Customer in the Agreement or a separate non-disclosure agreement, as applicable; if no such undertaking or agreement exists, Amazon will treat Customer Personal Data as confidential information to the extent required by applicable U.S. State Privacy Laws. All Amazon personnel processing Customer Personal Data will be subject to a duty of confidentiality with respect to the Customer Personal Data.
- (b) Compliance with Law. Amazon will comply with the applicable U.S. State Privacy Laws in its processing of Customer Personal Data.
- (c) Technical and Organizational Measures. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, Amazon will implement and maintain technical and organizational measures to protect Customer Personal Data against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data. These measures will be appropriate to the level of risk presented by the processing of Customer Personal Data on the rights of data subjects.
- (d) Sub-processing. Customer agrees that Amazon may use sub-processors to fulfill its contractual obligations under this Addendum or to provide certain services on its behalf. Amazon will enter into a written agreement with any such sub-processor and impose comparable obligations on the sub-processor as are imposed on Amazon under this Addendum. To the extent required under applicable U.S. State Privacy Laws, Customer may notify Amazon of Customer's objection to the use of a certain subprocessor by Amazon for processing Customer Personal Data, in which case the Parties will discuss potential alternatives, and if they do not reach agreement on one, Amazon may terminate the applicable processing of Customer Personal Data and/or the relevant Agreement in whole or in part, without any liability or further obligation to Customer.
- (e) Deletion of Customer Personal Data. Upon the earlier to occur of the termination or expiry of the Agreement or at Customer's request, Amazon will as soon as reasonably practicable delete all Customer Personal Data from Amazon's systems, unless applicable law requires or the Agreement permits Amazon to store copies of Customer Personal Data.

4. Controller Review.

- (a) Customer may request information regarding Amazon's controls relating to Customer Personal Data, to the extent required by applicable U.S. State Privacy Laws to reasonably verify Amazon's compliance with its obligations under this Addendum, and only in relation to Customer Personal Data. Customer is not entitled to receive (i) information about any data other than Customer Personal Data or any system, hardware, software, technology, know-how, program, process, or policy that does not involve

Customer Personal Data; (ii) any data the disclosure of which could compromise security of Amazon's systems, or cause Amazon to breach its obligations under the U.S. State Privacy Laws or other applicable laws and regulations, or its privacy and security commitments to other parties; or (iii) any data that would reveal any of Amazon's proprietary information.

- (b) Amazon may make available to Customer document(s) evidencing an audit or review performed, or certification awarded, by an independent institution (e.g., accounting auditor, controller, internal or external data protection officer, IT security department, privacy auditor, quality auditor) (the "**Report**"), in which case Customer may exercise its review right under this Addendum by review of such a Report. The Report will constitute Amazon's confidential information, subject to the confidentiality provisions of the Agreement or an NDA, as applicable.

5. Additional CCPA Provisions. To the extent Amazon acts as a service provider to Customer for the processing of the Customer Personal Data subject to the CCPA:

- (a) The parties acknowledge that Customer is disclosing the Customer Personal Data to Amazon only for the limited and specified business purposes set forth in the Agreement, and Amazon will not retain, use, or disclose the Customer Personal Data for any purpose, including any commercial purpose, other than for such purposes, or as otherwise permitted by the CCPA.
- (b) Amazon will:
 - i. not "sell" or "share" (as each is defined in the CCPA) the Customer Personal Data;
 - ii. not combine the Customer Personal Data with Personal Data that Amazon receives from, or on behalf of, another person or persons, or collects from its own interaction with consumers, except to perform the business purpose(s) as set forth in the applicable Agreement or as otherwise permitted by the CCPA;
 - iii. provide the level of privacy protection for the Customer Personal Data that is required of the Customer by the CCPA;
 - iv. notify Customer if Amazon determines it can no longer meet its obligations under the CCPA, in which case Customer maintains the right to order Amazon to suspend or discontinue the applicable processing of the Customer Personal Data, to the extent necessary to stop or remediate unauthorized use of Customer Personal Data; and
 - v. Customer will notify Amazon of any data subject request regarding Customer Personal Data that a data subject is entitled to make pursuant to the CCPA, and Customer will provide the information that would be necessary for Amazon to comply with the request or to assist Customer with complying with the request (which may, for the avoidance of doubt, be accomplished by providing applicable self-service functionality to Customer).
 - vi. In case Amazon receives any data subject request regarding Customer Personal Data from a data subject, Amazon may, at its election, (x) request direction for how to handle the Customer Personal Data request from Customer; or (y) inform the data subject that Amazon as a service provider cannot act upon the request, and Amazon may, at its election, direct the data subject to Customer instead.

6. Definitions. All capitalized terms will have the meaning given to them in Section 6 of this Addendum, and if not defined in Section 6, then as defined in the Agreement:

"**Ad**" means any text-based, graphical, interactive, mobile, video, or rich media advertisement, including banner advertisements, interstitials, buttons, towers, and/or skyscrapers, and all related ad content and technology.

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“Affiliate” means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

“Amazon Data” means Personal Data that is (i) any unique identifier generated by Amazon or its Affiliates representing a unique user of the Sites; (ii) pre-existing Amazon data used by Amazon or its Affiliates pursuant to an applicable Order; (iii) gathered pursuant to an applicable Order during delivery of an advertisement; (iv) entered by users on the applicable Site (other than where it is expressly disclosed to such individual users that such collection is solely on behalf of an advertiser); or (v) any unique referral tags or URLs generated by Amazon or its Affiliates.

“Covered Product” means a product or service, each as described in the Agreement, for which Amazon acts as data processor under this Addendum, for example, relevant services under Advertiser Audiences, Amazon Attribution, Amazon Marketing Cloud, or Lead Gen products.

“Customer Personal Data” means Personal Data processed by Amazon on behalf of Customer as part of the Covered Products as specified in the applicable Agreement. Customer Personal Data excludes, and Amazon acts as an independent controller in relation to, Amazon Data.

“Order” means the Agreement, including any order details provided by Customer, advertiser or their respective representatives through an Amazon self-service website, e.g., the Amazon DSP, and any contract and any insertion order, between Customer, advertiser, or their respective representatives applicable to Ads that contemplates use of Customer Personal Data.

“Personal Data” has the meaning given to term “personal information,” “personal data”, or equivalent term under the applicable U.S. State Privacy Laws.

“Site” or **“Sites”** means websites, apps or services on which Amazon may serve or measure advertisements in connection with an applicable Order or websites, apps or services on which Customer (on its own behalf or on behalf of a third-party controller) places a Technical Means.

“Technical Means” means a technical means in a form selected, provided or made available by Amazon or any of its Affiliates to the Customer as part of the Covered Products. For the avoidance of doubt, Technical Means may include ad tags, pixels, or other means as defined in the applicable Agreement.

“U.S. State Privacy Laws” means U.S. state privacy laws including, but not limited to, the California Consumer Privacy Act as amended by the California Consumer Privacy Rights Act (collectively, the **“CCPA”**), the Colorado Privacy Act, the Connecticut Data Privacy Act, the Florida Digital Bill of Rights, the Montana Consumer Data Privacy Act, the Oregon Consumer Privacy Act, the Texas Data Privacy and Security Act, the Utah Consumer Privacy Act, and the Virginia Consumer Data Protection Act, each as may be amended from time to time, in each case to the extent applicable.