

DEFINITIONS

- a) **"Affiliate"** means an entity that owns or Controls, is owned or Controlled by or is or under common Control or ownership with either Owner or Vendor respectively, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- b) **"Authorized Persons"** means Vendor's employees, officers, partners, principals, contractors, sub-contractors, Subprocessors, or other agents who Process Personal Data.
- c) **"Control"** means ownership of at least fifty percent (50%) of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- d) **"Controller"** means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. The Owner or its Affiliates may be deemed a "Controller" or "Processor" (as defined below) as applicable.
- e) **"Data Protection Laws"** means all data protection and privacy laws and regulations applicable to the processing of Owner Personal Data in connection with the Agreement, as they may be amended from time to time, in any jurisdiction, including the San Manuel Commercial Privacy Act ("SMCPA").
- f) **"Exempt Data"** means:
 - a. Deidentified Data – Vendor agrees, except as may be necessary to fulfill the express requirements of the Agreement, to refrain from attempting to reidentify or identify an individual based on Personal Information;
 - b. Publicly available information;
 - c. Lawfully obtained, truthful information that is a matter of public concern; and/or
 - d. Any type of Personal Data listed in SMPA 42.8.4.
- g) **"Identified"** or **"Identifiable Individual"** means an Individual who can be readily identified."
- h) **"Individual"** means a natural person and shall include "Data Subject" and "Consumer" as those terms are defined under Data Protection Laws.
- i) **"Owner"** means Yuhaaviatam of San Manuel Nation, a federally recognized Indian tribe, or its affiliated entity or governmental instrumentality that is party to the Agreement to which this DSA and DPA are appended and incorporated by reference.
- j) **"Owner Data"** means information or data created, collected, generated, licensed, leased, or purchased by or on behalf of Owner or information or data otherwise under

the control or responsibility of Owner wherever located, including, but not limited to, Owner Personal Data, Confidential Information as defined in the Agreement, and Owner intellectual property and financial records, that are disclosed or otherwise made available to Vendor by Owner pursuant to or as part of the Agreement as well as any data that Vendor creates, collects, generates, licenses, leases, or purchases on behalf of the Owner.

- k) **“Owner Personal Data”** means Personal Data that is Processed by Vendor on behalf of the Owner.
- l) **“Personal Data”** means any information that is linked or reasonably linkable to an Identified or Identifiable Individual. Personal Data does not include Exempt Data.
- m) **“Personal Information”** means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.
- n) **“Processing”** (including **“Process”** or **“Processed”**) means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as 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.
- o) **“Processor”** means a natural or legal person that Processes Personal Data on behalf of the Controller pursuant to a written agreement that permits the Controller to audit the Processor’s compliance with the agreement through measures, including but not limited to, regular assessments, and prohibits the Processor from
 - a. Selling or Sharing Personal Data;
 - b. Retaining, using, or disclosing Personal Data for any purpose other than to provide the services described in the agreement with Controller;
 - c. Retaining, using, or disclosing Personal Data outside of the direct business relationship between the Processor and Controller;
 - d. Sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information by the business to a third party for Cross-Context Behavioral Advertising. “Cross-Context Behavioral Advertising” means (1) the targeting of advertising to a Consumer based on the Consumer’s Personal Information obtained from the Consumer’s activity across businesses, distinctly-branded websites, applications, or services, other than the business, distinctly-branded website, application, or service with which the Consumer intentionally interacts or 2) as otherwise may be defined by Data Protection Law.
 - e. Combining the Personal Data received from, or on behalf of, the Controller with Personal Data

- i. that it receives from, or on behalf of, another person or persons or collects from its own interaction with the Data Subject;
- ii. collected from Supplier's own interaction with the Consumer, or
- iii. of opted-out Consumers which Supplier receives from or on behalf of Company with Personal Information which Supplier receives from or on behalf of another person or persons, or collects from its own interactions with Consumers,

except to the extent combining such Personal Data relates to providing the services to the Controller.

- p) "**Regulator**" means any entity that has jurisdiction to enforce Owner and Vendor's compliance with the Data Protection Laws.
- q) "**Security Incident**" means any actual or suspected alteration, disclosure or loss of, or inability to access or account for or recover, or any incident relating to unauthorized access to, use, disclosure, modification, processing, destruction, or acquisition of, any of any of Processor's computers, information or communications systems or networks, physical or virtual infrastructure controlled by computers or information systems, or information resident on the system owned or controlled by Processor or its Subprocessors, or networks, physical or virtual infrastructure controlled by computers or information systems, or information resident on the system owned or controlled by Processor or its Subprocessors, as well as any event that involves the security of the goods or Services provided by Processor or its supply chain. "**Security Incident**" includes any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse an information system that contains Personal Data or Processor's information systems, and any other event that constitutes a security breach under any Data Protection Laws. This definition includes an event that is under investigation or evaluation without final determination of the event's root cause or nature (e.g., malicious, suspicious or benign).
- r) "**Services**" means the services to be provided by the Vendor to the Owner under the Agreement.
- s) "**Subprocessor**" means any Processor (including any third party and any Vendor Affiliate) appointed by Vendor to Process Personal Data on behalf of Owner or any Company Affiliate.
- t) "**Vendor**" means the non-Yuhaaviatam affiliated entity which is party to the Agreement to which this DSA and DPA are appended and incorporated by reference.