

DATA PROCESSING AGREEMENT

[Last updated: August 11, 2024]

This Data Processing Agreement (“**DPA**”) is hereby incorporated by reference and forms an integral party of the agreement Master Service Agreement or any service agreement governing the use of the BallTime Platform and Services (“**Agreement**”) and entered into by and between BallTime Ltd. and its affiliates (“**BallTime**”) and Customer. Capitalized terms not defined herein shall have the meaning set forth in the Agreement. Each of Customer and BallTime may be referred herein as a “party” and collectively as the “parties”.

WHEREAS, BallTime is the developer and operator of a cloud based platform allowing customer to upload game or practice footage, edit or share such footage via a designated link and access game performance reports and analytics (“**Platform**” and “**Services**” respectively);

WHEREAS, the Services may require BallTime to Process Personal Data (as such terms are defined below) on Customer’s behalf, which Customer discloses to BallTime only for the limited and specified purposes set forth herein, and subject to the terms and conditions of this DPA; and

WHEREAS, the parties wish to supplement this DPA to ensure the Processing of Personal Data is conducted in accordance with Data Protection Laws (as defined below);

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 “**Adequate Country**” is a country that received an adequacy decision from the European Commission or other applicable data protection authority.
- 1.2 The terms “**Business**”, “**Business Purpose**”, “**Consumer**”, “**Controller**”, “**Data Subject**”, “**Personal Data**” or “**Personal Information**”, “**Personal Data Breach**”, “**Processing**” (and “**Process**”), “**Processor**”, “**Sensitive Data**”, “**Service Provider**”, “**Sale**” (or “**Sell**”), “**Share**”, “**Special Categories of Personal Data**” and “**Supervisory Authority**” shall have their respective meanings under the applicable Data Protection Laws. “Data Subject” shall also mean and refer, under this DPA, to a “Consumer”; “Personal Data” shall mean and refer, under this DPA, to “Personal Information”; and “Special Categories of Data” shall also mean and refer to, under this DPA “Sensitive Data”. Capitalized terms not specifically defined under this Agreement shall have their respective meanings under the applicable Data Protection Laws.
- 1.3 “**CCPA**” means the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 – 1798.199) of 2018, including as modified by the California Privacy Rights Act (“**CPRA**”) as well as all regulations promulgated thereunder from time to time.
- 1.4 “**CPA**” means the Colorado Privacy Act C.R.S.A. § 6-1-1301 et seq. (SB 21-190), including any implementing regulations and amendments thereto.
- 1.5 “**CTDPA**” means the Connecticut Data Privacy Act, S.B. 6 (Connecticut 2022), including any implementing regulations and amendments thereto.

- 1.6 **“Customer Data”** means any and all Personal Data uploaded to the Platform during the engagement between the parties, as detailed in **ANNEX I**.
- 1.7 **“Data Protection Laws”** means any and all applicable privacy and data protection laws and regulations (including, where applicable, EU Data Protection Law, UK Data Protection Laws, and the US Data Protection Laws) as may be amended or superseded from time to time.
- 1.8 **“EEA”** means the European Economic Area.
- 1.9 **“EU Data Protection Law”** means the (i) EU General Data Protection Regulation (Regulation 2016/679) (**“GDPR”**); (ii) Regulation 2018/1725; (iii) the EU e-Privacy Directive (Directive 2002/58/EC), as amended (**e-Privacy Law**); (iv) any national data protection laws made under, pursuant to, replacing or succeeding (i) and (ii); (v) any legislation replacing or updating any of the foregoing; and (vi) any judicial or administrative interpretation of any of the above, including any binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority.
- 1.10 **“Instructions”** means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, instructions under this DPA as well as those which are related to depersonalizing, blocking, deletion, making available).
- 1.11 **“Security Incident”** means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data. For the avoidance of doubt, any Personal Data Breach will be considered a Security Incident.
- 1.12 **“UCPA”** means the Utah Consumer Privacy Act, Utah Code Ann. § 13-61-101 et seq.
- 1.13 **“UK Data Protection Laws”** shall mean the Data Protection Act 2018 (DPA 2018), as amended, and the GDPR, as incorporated into UK law as the UK GDPR, as amended (**“UK GDPR”**), and any other applicable UK data protection laws or regulatory Codes of Conduct or other guidance that may be issued from time to time.
- 1.14 **“US Data Protection Laws”** means any U.S. federal and state privacy laws in effect which applies to the Processing of Personal Data under this DPA, and any implementing regulations and amendment thereto, including without limitation, the CCPA, the CPA, the CTDPA, the UCPA Protection of Pupil Rights Amendment (PPRA), Family Educational Rights and Privacy Act and the Virginia Data Protection laws.
- 1.15 **“Virginia Data Protection laws”** means the (i) Virginia Consumer Data Protection Act, Va. Code Ann. § 59.1-575 et seq. (SB 1392), including any implementing regulations and amendments thereto. (ii) Government Data Collection and Dissemination Practices Act of Virginia

2. RELATIONSHIP OF THE PARTIES

- 2.1 The parties acknowledge that in relation to all Customer Data, as between the parties, Customer is the Controller of Customer Data, and BallTime is acting as a Processor on behalf of the Customer in the course of providing the Services.
- 2.2 The purpose, subject matter and duration of the Processing carried out by BallTime on behalf of the Customer, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects are described in **ANNEX I** attached hereto.
- 2.3 Additional US Data Protection Laws specifications are further detailed in **ANNEX II**.

2.4 If BallTime will have access to “education records” for the Customers’ students as defined under the Family Educational Rights and Privacy Act (FERPA), BallTime acknowledges that for the purpose of this DPA it will be designated as a “school official” with “legitimate educational interests”, as those terms have been defined under FERPA and its implementing regulations, and BallTime agrees to abide by the FERPA limitations and requirements imposed on school officials. BallTime will use the Education records only for the purpose of fulfilling its duties under this DPA.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Customer represents and warrants that it: (i) will fully comply with applicable Data Protection Law with respect to its Processing of Customer Data including the issuance of any Instruction to BallTime; (ii) shall inform BallTime without undue delay if it is not able to comply with its responsibilities under this Section or applicable Data Protection Laws; (iii) shall be responsible to secure its use of the Service, including protecting the security of Customer Data in transit to and from the Services (including to securely backup or encrypt any such Customer Data); and (iv) is responsible for independently determining whether the data security provided for in the performance of the Services adequately meets its obligations under applicable Data Protection Laws.

3.2 If BallTime reasonably believes that an Instruction infringes applicable Data Protection Law, BallTime shall inform Customer without undue delay, and shall have the right to immediately cease any such Processing activity related to the infringing Instruction. To the extent the infringement was not cured by Customer within 10 days from receiving written notice of the same from BallTime, BallTime shall have the right to terminate its Processing activities under this DPA or terminate the Agreement immediately without providing further notice to Customer.

3.3 BallTime represents and warrants that it: (i) shall process Customer Data, on behalf of the Customer, solely for the purpose of providing the Services, all in accordance with Customer’s Instructions; (ii) in the event BallTime is required under applicable laws, including Data Protection Law or any union or member state regulation, to Process Customer Data other than as instructed by Customer, it shall inform the Customer of such requirement prior to Processing such Customer Data, unless prohibited under applicable law; and (iii) shall provide reasonable cooperation and assistance to Customer in ensuring compliance with its obligation to carry out data protection impact assessments.

3.4 In addition, BallTime shall take reasonable steps to ensure: (i) the reliability of its personnel and any other person acting under its supervision who may come into contact with, or otherwise have access to Customer Data; (ii) that the personnel authorized to process the Customer Data (solely on a need to know basis) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.5 Customer agrees that BallTime may collect and use data derived from Customer Data, including data about any users’ access and use of the Platform and Services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a specific Data Subject. BallTime may use such data to operate, analyze, improve, or market its Platform and Services. Customer further agrees that, notwithstanding any provision in the Agreement and this DPA, BallTime may use, store,

transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated Customer Data even after this Agreement and this DPA have expired or been terminated.

- 1.1 The parties agree that the Agreement and this DPA, together with Customer's use of the Service in accordance with the Agreement, constitute the complete Instructions to BallTime in relation to the Processing of Customer Data, so long as Customer may provide additional Instructions during the term of the Agreement that are consistent with the Agreement, the nature and lawful use of the Services.

4. RIGHTS OF DATA SUBJECTS AND THE PARTIES' COOPERATION OBLIGATIONS

- 4.1 It is agreed that where BallTime receives a request from a Data Subject or an applicable authority in respect of Customer Data Processed by BallTime, where relevant, it will notify the Customer of such request and direct the Data Subject or the applicable authority to the Customer in order to allow the Customer to respond directly to the Data Subject's or the applicable authority's request, unless otherwise required under applicable laws. Both parties shall provide each other with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's or applicable authority's request, to the extent permitted under Data Protection Law.
- 4.2 Where applicable, BallTime shall assist the Customer in ensuring that Customer Data Processed is accurate and up to date, by informing the Customer without delay if it becomes aware of the fact that the Customer Data it is Processing is inaccurate or has become outdated.

5. SUB-PROCESSORS

- 5.1 Customer acknowledges and agrees that BallTime may engage with third party data Processors ("**Sub-Processors**") for the purpose of Processing the Customer Data. BallTime may continue to use those Sub-Processors which BallTime has already or replace, add, or cease any use of a Sub-Processor, upon providing Customer with 30-days prior notice of the same; provided Customer shall have the right to object to the addition or replacement of certain Sub-Processor on reasonable grounds relating to the security of Customer Data. If Customer notifies BallTime of such an objection, the parties will discuss those concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, BallTime will, at its sole discretion, either not appoint the new Sub-Processor, or permit Customer to suspend or terminate the affected Services in accordance with the termination provisions of the Agreement without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination effective date).
- 5.2 Where BallTime engages Sub-Processors, it will impose data protection terms on the Sub-Processors that provide at least the same level of protection for Customer Data as those in this DPA, to the extent applicable to the nature of the services provided by such Sub-Processors. BallTime will remain responsible for each Sub-Processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-Processor that cause BallTime to breach any of its obligations under this DPA.

6. TECHNICAL AND ORGANIZATIONAL MEASURES

6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context of the Customer Data available to BallTime and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and without prejudice to any other security standards agreed upon by the parties, BallTime shall implement appropriate physical, technical and organizational measures to protect the Customer Data as required under Data Protection Laws.

7. SECURITY INCIDENT

7.1 BallTime will notify Customer without undue delay after it becomes aware of any Security Incident involving Customer Data and will provide timely information relating to the Security Incident as it becomes known or reasonably requested by Customer. At Customer's request, BallTime will promptly provide Customer with such reasonable assistance as necessary to enable Customer to comply with its obligations mandated by the applicable Data Protection Laws to notify such Security Incident to competent authorities or affected Data Subjects.

7.2 BallTime's notification of or response to a Security Incident under this Section shall not be construed as an acknowledgment by BallTime of any fault or liability with respect to the Security Incident.

8. AUDIT RIGHTS

8.1 BallTime shall maintain accurate written records of all Processing activities of any Customer Data carried out under this DPA and shall make such records available to the Customer and applicable Supervisory Authorities upon written request. Such records provided shall be considered BallTime's Confidential Information and shall be subject to confidentiality obligations under the Agreement.

8.2 BallTime shall make available, solely upon prior reasonable written notice and no more than once per calendar year, to a reputable auditor nominated by the Customer, information necessary to reasonably demonstrate compliance with this DPA, and shall allow for audits, including inspections, by such reputable auditor solely in relation to the Processing of the Customer Data ("**Audit**") in accordance with the terms and conditions hereunder. The auditor shall be subject to standard confidentiality obligations (including towards third parties). BallTime may object to an auditor appointed by the Customer in the event BallTime reasonably believes the auditor is not suitably qualified or is a competitor of BallTime. Customer shall bear all expenses related to the Audit and shall (and ensure that each of its auditors shall) over the course of such Audit, avoid causing any damage, injury or disruption to BallTime's premises, equipment, personnel and business while its personnel are on those premises in the course of such Audit.

8.3 Nothing in this DPA will require BallTime to either disclose to Customer or its third-party auditor, or to allow Customer or its third-party auditor to access: (i) any data of any other BallTime's customer; (ii) BallTime's internal accounting or financial information; (iii) any trade secret of BallTime or its affiliates; (iv) any information that, in BallTime reasonable opinion, could compromise the security of any BallTime's systems or cause any breach of its obligations under applicable law or its security or privacy obligations to any third

party; or (v) any information that Customer or its third-party auditor seeks to access for any reason other than the good faith fulfillment of Customer's obligations under the Data Protection Laws.

9. DATA TRANSFER

9.1 Customer acknowledges and agree that BallTime may access and Process Customer Data on a global basis as necessary to provide the Services in accordance with the Agreement, and in particular that Customer Data may be transferred to and Processed in the United States and other jurisdictions where BallTime affiliates and Sub-Processors have operations. Whenever Customer Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of Data Protection Laws.

10. CONFLICT

10.1 In the event of a conflict between the terms and conditions of this DPA and the Agreement, the terms of this DPA shall prevail as to the subject matter thereof. Except as explicitly set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

11. TERM AND TERMINATION

11.1 This DPA shall be effective as of the Effective Date (as defined in the Agreement) and shall remain in force and effect for as long as BallTime Processes the Customer Data.

11.2 Following the termination of this DPA, BallTime shall, at the choice of the Customer, delete all Customer Data Processed on behalf of the Customer and certify to the Customer that it has done so, or return all Customer Data to the Customer and delete existing copies, unless applicable law or regulatory requirements require that BallTime continues to store Customer Data. Until the Customer Data is deleted or returned, the Parties shall continue to ensure compliance with this DPA.

ANNEX I

DETAILS OF PROCESSING

This Annex I include certain details of the Processing of the Customer Data as under the Data Protection Laws.

1. Categories of Data Subjects:

- Customers' end users (i.e., players).
- Customer Authorized Users.

2. Categories of Personal Data:

Any information provided or uploaded by the Customer or its Authorized User, depending on the Services purchased and the features used by Customer, however including, but not limited to:

- Name.
- Contact information
- Age
- Weight and height
- Image and video.
- Institute of education

3. Special Categories of Personal Data:

N/A

4. Process Frequency:

On a continuous basis during the term defined under the Agreement.

5. Nature of the Processing:

Storage, recording, hosting, transferring and optimization, etc.

6. Purpose of Processing:

Providing the Services.

7. Retention Period:

The duration of processing shall be for the term of the Agreement until deletion of Personal Data by BallTime required by Customer.

ANNEX II
US ADDENDUM

This US Addendum (“**US Addendum**”) provides additional specification applicable to US Data Protection Laws. All terms used but not defined in this US Addendum shall have the meaning set forth in the DPA or the applicable US Data Protection Law.

1. BallTime shall not (i) sell or share the Personal Data; (ii) retain, use or disclose the Personal Data for any purpose other than for the limited purpose of providing the Services; or (iii) combine the Personal Data that it Processes on behalf of the Customer with other Personal Data it receives or collects from, or on behalf of, another entity or customer, except as otherwise permitted by the applicable US Data Protection Law.
2. BallTime agrees to notify the Customer if it determines that it can no longer meet its obligations under this US Addendum or US Data Protection Law.
3. BallTime shall assist the Customer in respect of Consumer request to limit the use of Sensitive Personal Information, and provide necessary assistance and procures that its subcontractors will provide assistance as Customer may reasonably request, where applicable, in connection with any obligation to respond to requests for exercising the rights of a Consumer under the applicable US Data Protection Law.
4. Each party shall, taking into account the context of Processing, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The parties are hereby establishing a clear allocation of the responsibilities between them to implement these measures.
5. In addition to the Audit rights provided the DPA, under US Data Protection Laws and subject to Customer’s consent, BallTime may, alternately, in response to Customer’s on-premise audit request, initiate a third-party auditor to verify BallTime’s compliance with its obligations under this US Data Protection Laws. During such audit, BallTime will make available to the third-party auditor all information necessary to demonstrate such compliance.
6. Each Party will comply with the requirements set forth under US Data Protection Laws with regards to processing of de-identified data, as such term is defined under the applicable US Data Protection Law.
7. BallTime acknowledges and confirms that it does not receive or Process any Personal Information as consideration for any Services it provides to the Customer.
8. BallTime certifies that it understands the rules, requirements and definitions of the applicable US Data Protection Law and agrees to refrain from Selling any Personal Data.