Golf Genius Software, Inc.

Data Processing Agreement

This Data Processing Agreement ("**DPA**"), entered into by and between GGS and Customer pursuant to the Software Service Agreement governing Customer's use of the Service (the "**Agreement**"), is intended to address all applicable federal, state, local, and international laws, rules, directives, regulations, and governmental requirements currently in effect, or as they become effective, relating to the privacy, confidentiality, or security of Personal Information, including but not limited to those listed in Annex A, and only to the extent legally applicable (collectively "**Applicable Data Protection Laws**").

The terms "processing," "processor," "controller," "business," "service provider," "sell," "share," and "data subject" will have the meaning defined in Applicable Data Protection Laws. "**Controller**" refers to Customer and shall be interpreted to include the meaning of "business" if the California Consumer Privacy Act ("**CCPA**") applies. "**Processor**" refers to GGS and shall be interpreted to include the meaning of "service provider" if the CCPA applies. "**Subprocessor**" refers to any entity appointed by or on behalf of Processor to process Personal Information on behalf of Processor in connection with this DPA. Capitalized terms not defined in this DPA have the meanings given to such terms in the Agreement between Customer and GGS.

1. Controller instructs Processor to process the Personal Information provided to Processor by and on behalf of Controller only for the business purpose to provide the Service in accordance with the Agreement and as set forth in Annex B, for the duration as necessary to provide the Service and for Controller and Processor to meet any obligations under Applicable Data Protection Laws. Processor shall not retain, use, sell, share, or disclose Personal Information for any other commercial purpose other than the specific purpose specified in the Agreement or in connection with the direct business relationship between the parties. Processor shall not combine any Personal Information with information it independently receives except as otherwise permitted under Applicable Data Protection Laws.
2. Controller authorizes Processor to engage Subprocessors as Processor deems reasonably necessary to provide the Service to Controller. Processor will maintain a current list of such Subprocessors at https://www.golfgenius.com/sub-processors.
3. In its performance of the Service, Processor will, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk. Upon notice to Processor, Controller may take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information in accordance with the Applicable Data Protection Laws.
4. Processor will:

   (a) process the Personal Information in compliance with Applicable Data Protection Laws and only on documented instructions from the Controller, including with regard to transfers of Personal Information to a third country or an international organization, unless required to do so by law to which the

Processor is subject; in such a case, the Processor will inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) require that persons authorized to process Personal Information under the Agreement are subject to appropriate confidentiality obligations;

(c) impose upon each Subprocessor, by way of a written contract, substantially the same data protection obligations as set out in the Agreement and this DPA; such written contract will provide sufficient guarantees that Subprocessor will implement appropriate technical and organizational measures in such a manner that the processing by such Subprocessor will meet the requirements of Applicable Data Protection Laws;

(d) taking into account the nature of the processing, assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights pursuant to Applicable Data Protection Laws;

(e) taking into account the nature of processing, assist the Controller in ensuring compliance with the obligations pursuant under Applicable Data Protection Laws and the information available to the Processor, including with respect to Controller's obligations regarding confidentiality, integrity and accessibility;

(f) at the choice of the Controller and within the period specified in the Agreement, delete or return all the Personal Information to the Controller after the end of the provision of the Service relating to processing, and delete existing copies unless Applicable Data Protection Laws require storage of the Personal Information;

(g) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Applicable Data Protection Laws, and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller; provided, that any audit and inspection: (i) may be limited in scope by Processor to the extent reasonably necessary to prevent the violation of Processor's and its Subprocessors' confidentiality obligations related to the information of Processor's and its Subprocessors' other clients; and (ii) shall at all times be supervised by and performed in the presence of Processor security personnel and in accordance with Processor's security policy and procedures. Independent third party audit reports provided by Subprocessors shall fulfill the foregoing requirements with respect to the applicable Subprocessor to which the report relates. Each auditor who is not subject to rules of professional conduct requiring confidentiality must enter into a written agreement with Processor protecting the confidentiality of any information gathered during the conduct of such audit. The results of such audit, as well as any documentation prepared by the auditor or Controller as a result of the conduct of such audit, shall be shared with Processor and be deemed the Confidential Information of both Processor and Controller; and

(h) Upon reasonable written request, provide assistance to Controller with respect to any legal obligation in connection with Controller's undertaking of any data protection impact assessments as required under the Applicable Data Protection Laws.

5. Processor will immediately inform the Controller if, (i) in the Processor's opinion, an instruction from Controller to Processor infringes Applicable Data Protection Laws that apply to Processor in its performance of the Service; or (ii) the Processor makes a determination that it can no longer meet its obligations required by the Applicable Data Protection Laws.

6. Processor will without undue delay, and within forty-eight (48) hours of Processor's discovery of any loss or breach of security of the Personal Information, inform the Controller of such loss or breach. Processor shall report on the nature of the breach, including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Information records concerned. As necessary, Processor shall cooperate and assist Controller in meeting its obligations in connection with any Personal Information subject to such loss or breach as required under Applicable Data Protection Laws.

7. This DPA will remain effective as long as Processor (i) provides the Service for Controller or (ii) processes Personal Information received from Controller or in the context of providing the Service for Controller .

8. All obligations under this DPA apply in addition to, not in lieu of, any other contractual, statutory and other obligations of Processor.

Annex A

Applicable Data Protection Laws

This DPA is intended to address all applicable federal, state, local, and international laws, rules, directives, regulations, and governmental requirements currently in effect, or as they become effective, relating to the privacy, confidentiality, or security of Personal Information, including but not limited to, and only to the extent legally applicable, the following laws (and any related regulations) as each may be amended:

- The California Consumer Privacy Act
- The Colorado Privacy Act
- The Connecticut Consumer Data Privacy and Online Monitoring Act
- The Delaware Personal Data Privacy Act
- The Indiana Consumer Data Protection Act
- The Iowa Consumer Data Protection Act
- The Kentucky Consumer Data Protection Act
- The Maryland Online Data Privacy Act
- The Minnesota Consumer Data Privacy Act
- The Montana Consumer Data Privacy Act
- The Nebraska Data Privacy Act
- The New Hampshire Consumer Data Privacy Act
- The New Jersey Consumer Data Privacy Act
- The Oregon Consumer Privacy Act
- The Rhode Island Data Transparency and Privacy Protection Act
- The Tennessee Information Protection Act
- The Texas Data Privacy and Security Act
- The Utah Consumer Privacy Act
- The Virginia Consumer Data Protection Act
- The General Data Protection Regulation 2016/679
- The Data Protection Act 2018
- Any other applicable international, federal or state laws or regulations regarding information privacy that are in effect or will come into effect during the term of this DPA.

Annex B

Types of data subject whose Personal Information is Processed	Administrative users and end users of Controller participating in or otherwise facilitating golf tournaments and events.
Types of Personal Information processed	Names and contact information, including email address, physical address and phone number, payment information, information related to golf events in which the data subject participates, including score, handicap and course, and other Personal Information solicited by the Controller in one or more sign-up sheets, as determined by the Controller.
Special category Personal Information processed	N/A
The purpose, nature and subject matter of the processing	The purpose, nature and subject matter of the processing of Personal Information by Processor under this Agreement are those processing operations which are necessary to provide the Service which is referred to in the Agreement.
Duration of processing	The processing of the Personal Information referred to in this clause shall occur throughout the term of the Agreement.
Obligations and rights of the Controller	The rights and obligations of the Controller are as set out in the Agreement, including this DPA.