

Hudl
Data Processing Addendum
(including Standard Contractual Clauses)

This Data Processing Addendum, including its schedules and appendices, (this “**DPA**”) is entered into by Hudl and Customer and forms part of, and is incorporated by reference into, the signed agreement entered into between Hudl and Customer, or, if no such signed agreement exists, the Master Subscription Agreement found at <https://www.hudl.com/legal/agreements> (in either case, the “**Agreement**”). The Agreement includes any Order Form(s) and SOWs.

This DPA shall apply to the Agreement to the extent that Hudl processes Personal Data in the provision of Hudl Services to Customer under the Agreement and sets forth the terms and conditions under which Hudl may receive and process such Personal Data. This DPA takes into account the nature of the processing pursuant to the Agreement and describes the appropriate technical and organizational measures undertaken by Hudl in the processing of Personal Data. Separate terms, including different privacy and security terms, govern Customer’s use of Third-Party Services, as provided in the Third-Party Services Addendum.

The parties to this DPA hereby agree to be bound by the terms and conditions in this DPA, the attached Schedule 1 (Data Processing Terms), the attached Appendices, the attached Schedule 2 (Cross Border Data Transfer Mechanisms), and the attached Schedule 3 (Jurisdiction Specific Terms).

If Customer makes any deletions or other revisions to this DPA or its Schedules or Appendices, those deletions or revisions are hereby rejected and invalid, unless agreed to by Hudl in writing. This DPA will terminate automatically upon termination of the Agreement, or as earlier terminated pursuant to the terms of this DPA.

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SCHEDULE 1
DATA PROCESSING TERMS

1. **Definitions.** All terms used without definition in this DPA have the meanings ascribed to them: first, in the Agreement; second, as applicable in Schedule 3 (Jurisdiction Specific Terms); and third, in the Applicable Data Protection Law. In this DPA and the Standard Contractual Clauses, any reference to “data importer” shall be deemed to be a reference to Hudl and any reference to “data exporter” or “controller” shall be deemed to be a reference to Customer.
 - 1.1. **“Applicable Data Protection Law”** means all applicable laws and regulations regarding the Processing of Personal Data to the extent in connection with the provision of Hudl Services.
 - 1.2. **“Customer Data”** has the meaning ascribed to it in the Agreement.
 - 1.3. **“Data Subject”** means the identified or identifiable person to whom Personal Data relates.
 - 1.4. **“Hudl Services”** means the Software and Services to be supplied to Customer pursuant to the Agreement.
 - 1.5. **“Personal Data”** means any Customer Data that meets the definition of Personal Data as set forth in Applicable Data Protection Law.
 - 1.6. **“Processing”** (or **“processing”**), including **process** and other variations, means (i) processing as defined in Applicable Data Protection Law, if any, and (ii) any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
 - 1.7. **“Sensitive Personal Data”** means Personal Data that is sensitive or a special category under Applicable Data Protection Law, including, without limitation, Special Categories of Personal Data under the GDPR.
 - 1.8. **“Subprocessor”** means any processor engaged by Hudl to process Personal Data.
2. **Processing of Personal Data.**
 - 2.1. It is the intent of the parties that, with respect to the activities described in Appendix 1 to this DPA, Customer may act either as a controller or processor, as well as the data exporter, and Hudl will be the processor (or subprocessor) and data importer to the extent it Processes such Personal Data. Customer agrees and warrants that its instructions to Hudl regarding the Processing of Personal Data are and shall be in accordance with the relevant provisions of Applicable Data Protection Law.
 - 2.2. The subject matter and duration of the Processing of Personal Data are set out in the Agreement, which describes the provision of the Hudl Services to Customer. The nature and purpose of the Processing, the types of Personal Data, and categories of Data Subjects are set forth in Appendix 1 to this DPA.
 - 2.3. Customer is responsible for the accuracy, quality, and legality of the Personal Data, and the means by which Customer acquired the Personal Data.
 - 2.4. The Agreement and this DPA, and Processing initiated by Customer or its Authorized Users in their use of the Hudl Services, hereby form Customer’s instructions to Hudl regarding: (1) the Processing of Personal Data, and (2) the transfer of such Personal Data to any country or territory, when reasonably necessary for the provision of the Hudl Services.
3. **Data Protection Impact Assessment.** Taking into account the nature of the Processing, Hudl may provide Customer with reasonable cooperation and assistance (at Customer’s expense only if it would require significant resources on Hudl’s side) needed to fulfil Customer’s obligation under Applicable Data Protection Law to carry out a data protection impact assessment related to Customer’s use of the Hudl Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Hudl. Hudl shall provide reasonable assistance to Customer in the cooperation or consultation with the Supervisory Authority or other regulatory authority in the performance of its tasks relating to this Section 3, to

the extent required under Applicable Data Protection Law. Additionally, in connection with the Supervisory Authority's or other regulatory authority's request, at Customer's expense, Hudl shall make reasonable efforts to acquire the reasonable cooperation and assistance of Subprocessors in providing access to relevant information needed to fulfill Customer's obligations under Applicable Data Protection Law.

4. **Rights of Data Subjects.** Hudl will, to the extent legally permitted, promptly notify Customer if Hudl receives a proper request from a Data Subject to exercise the Data Subject's rights under Applicable Data Protection Law, including, without limitation and as applicable, the right of access, right to rectification, restriction of processing, right to be forgotten, data portability, objection to the processing, right to opt out of the sale of Personal Data, or right not to be subject to an automated individual decision making. Taking into account the nature of the Processing and to the extent self-service features of the Hudl Services are not sufficient for Customer to respond to such request, Hudl shall use reasonable efforts to assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to the Data Subject's request to exercise the Data Subject's rights under Applicable Data Protection Law, to the extent required by Applicable Data Protection Law.
5. **Limited Use of Personal Data; Personnel.** Except as otherwise set forth in the Agreement, (i) Hudl will not acquire any rights in or to the Personal Data; and (ii) Hudl shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any contracted Subprocessor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Data Protection Law, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
6. **Subprocessors.**
 - 6.1. Customer provides general consent to Hudl to use of Subprocessors, subject to Sections 6.2 and 6.3 below. Customer acknowledges and agrees that (a) Hudl's Affiliates may be retained as Subprocessors; and (b) Hudl and its Affiliates respectively may engage third-party Subprocessors in connection with the provision of the Hudl Services. Hudl has entered into a written agreement with each of its Subprocessors containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Hudl Services provided by such Subprocessor. With respect to Hudl's obligations under this DPA, Hudl shall remain responsible to Customer for the performance of its Subprocessors' obligations in accordance with such Subprocessors' contracts with Hudl.
 - 6.2. The current list of Subprocessors for the Hudl Services, along with the nature and location of the processing, is available at <https://www.hudl.com/legal/subprocessors> ("**Subprocessor Site**"), and Customer provides general consent to Hudl to use of such Subprocessors listed as of the effective date of this DPA and to use of Hudl's Affiliates as Subprocessors. Hudl will provide prior notice ("**Subprocessor Notice Period**") to Customer of any new Subprocessors for the Hudl Services by making available a mechanism at the Subprocessor Site for Customer to subscribe to notifications via an RSS feed. Notwithstanding anything in the Agreement to the contrary, such notifications shall constitute notice by Hudl to Customer of such new Subprocessors. If Customer chooses not to subscribe to such notifications, Customer will be deemed to have received notice of any such Subprocessor notifications.
 - 6.3. Customer may object to the use of a new Subprocessor by promptly notifying Hudl during the Subprocessor Notice Period in writing at legal@hudl.com if the use of such new Subprocessor for the Hudl Services would result in a material reduction in Hudl's compliance with Applicable Data Protection Law with respect to Customer's Personal Data. In the event Customer reasonably objects to a new Subprocessor based on the grounds stated in the previous sentence, Hudl will (after receipt of Customer's written objection as stated in the previous sentence) reasonably determine whether accommodations can be made available to Customer to avoid Processing of Personal Data by the objected-to new Subprocessor without unduly burdening Customer. If Hudl is unable to make available such change within a reasonable period of time, which shall not exceed ninety (90) days, Customer may terminate the applicable Order Form with respect only to the Hudl Services which cannot be provided by Hudl without the use of the objected-to new Subprocessor by providing written notice to

Hudl legal@hudl.com within thirty (30) days of Hudl's determination, which shall be Customer's sole and exclusive remedy. In the event Customer terminates an Order Form as allowed in this Section, all amounts owed under the terminated Order Form for the remainder of the Subscription Term related to the Hudl Services ordered via such terminated Order Form shall become immediately due and payable and Customer shall be responsible for such amounts and any other amounts owed and outstanding as of the termination date with respect to such terminated Order Form. If no objection has been raised during the Subprocessor Notice Period for the new Subprocessor, Hudl will deem Customer to have authorized the new Subprocessor.

7. **Sensitive Personal Data.** Customer shall be solely responsible for compliance with data protection and privacy laws, as applicable to Customer, including with respect to any Personal Data that requires special handling or Sensitive Personal Data such as, without limitation, that which relates to an individual's race or ethnicity, political opinions, religious or philosophical beliefs, trade-union membership, health, sex life, or financial information.
8. **Security of Personal Data.**
 - 8.1. Hudl shall at a minimum implement the technical and organizational measures specified in Appendix 2 to this DPA to ensure the security of Personal Data. This includes protecting Personal Data against a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data. In assessing the appropriate level of security, the parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing, and the risks involved for the Data Subjects.
 - 8.2. Hudl shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent necessary for implementing, managing and monitoring of the Agreement. Hudl shall ensure that persons authorized to process the Personal Data received have committed themselves to confidentiality or are under an appropriate professional or statutory obligation of confidentiality.
9. **Customer Obligations.** Customer agrees it has obtained all consents, permissions, and rights necessary under Applicable Data Protection Law for Hudl to lawfully Process Personal Data as provided in the Agreement and this DPA, including, without limitation, Customer's sharing and receiving of Personal Data with third-parties via the Hudl Services. Hudl shall have no obligation to assess the contents or accuracy of Personal Data, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the Hudl Services will meet Customer's requirements and legal obligations under Applicable Data Protection Laws.
10. **Personal Data Breach.**
 - 10.1. Hudl will notify Customer without undue delay after detecting a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data transmitted, stored or otherwise processed by Hudl (any such incident, a "**Security Breach**").
 - 10.2. Such notification shall contain, at least:
 - 10.2.1. a description of the nature of the Security Breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);
 - 10.2.2. the details of a contact point where more information concerning the Security Breach can be obtained; and
 - 10.2.3. its likely consequences and the measures taken or proposed to be taken to address the Security Breach, including to mitigate its possible adverse effects.
 - 10.3. Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
11. **International Transfer of Data.** Hudl will abide by the requirements of Applicable Data Protection Law regarding the international transfer of Personal Data to Hudl. Solely for the provision of Hudl Services to Customer under the Agreement, Personal Data may be transferred to and stored or

Processed in any country in which Hudl or its Subprocessors operate. All applicable transfers of Personal Data shall be governed by the applicable Standard Contractual Clauses which the parties hereby enter into and incorporate into this DPA as referenced in Schedule 2 (Cross Border Data Transfer Mechanisms) to this DPA.

12. **Governmental Queries.** Hudl may disclose Personal Data to a third party as necessary to comply with the law or a valid and binding order of a governmental body/public authority (such as a subpoena or court order). If a governmental body/public authority sends Hudl a demand for Sensitive Personal Data, Hudl will attempt to redirect the governmental body to request that data directly from Customer. As part of this effort, Hudl may provide Customer's basic contact information to the governmental body/public authority. If compelled to disclose Sensitive Personal Data to a governmental body/public authority, Hudl will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Hudl is legally prohibited from doing so.

13. **Verification and Audit.**

- 13.1. The parties acknowledge that Customer must be able to assess Hudl's compliance with its obligations under Applicable Data Protection Law and this DPA, insofar as Hudl is acting as a processor on behalf of Customer with respect to Personal Data. In order to allow Customer to do so, upon Customer's written request to Hudl at legal@hudl.com and provided that Customer reasonably suspects a breach of this DPA by Hudl, Hudl may provide Customer with the opportunity, at reasonable intervals but no more than once per calendar quarter, to review any existing current summary reports regarding Hudl's compliance with its obligations under this DPA that have been prepared by third-party security professionals at Hudl's direction, selection, and expense for the purpose of assessing such compliance ("**Audit Reports**"). Such Audit Reports shall be Hudl's Confidential Information.

- 13.2. If Customer can demonstrate that it requires additional information beyond the Audit Reports to assess Hudl's compliance with its obligations under Applicable Data Protection Law and this DPA, then Customer may request that Hudl provide for an audit of Hudl's controls related to Hudl's compliance with such obligations, subject to reasonable confidentiality procedures and obligations as mutually agreed in writing by the parties, provided that any such audit will: (i) only include access to reasonably requested documentation regarding Hudl's applicable controls related to Hudl's compliance with such obligations; (ii) not include access to any confidential information relating to or belonging to other customers or suppliers/vendors of Hudl or its Affiliates, Hudl's or its Affiliate's technical or organizational measures (or any measures that if disclosed could compromise the security of Hudl's or its Affiliate's systems), or any trade secrets of Hudl, its Affiliates, or any third party; (iii) be performed upon no less than sixty (60) days' advance written notice by Customer during the Term; (iv) be performed only during regular business hours of Hudl at the business location of Hudl or its Affiliate as designated by Hudl; (v) be performed in such a manner as not to unreasonably interfere with Hudl's normal business activities; (vi) if required by Hudl, be conducted by an independent third party mutually agreed to by the parties (such third party must agree in writing to reasonable confidentiality procedures and obligations required by Hudl); and (vii) occur no more than one time per twelve (12) month period during the Term of the Agreement. Any such audit shall be at Customer's sole expense, and Hudl may charge a fee (rates shall be reasonable, taking into account the resources expended by Hudl) for any such audit. Any information arising from any such audit shall be considered Hudl's Confidential Information.

14. **Return and Deletion of Personal Data.**

- 14.1. Prior to the expiration or termination of the Agreement, Customer will be able to access and extract Customer's Personal Data contained within the Hudl Services via the Hudl Services. Upon Customer's written request within one (1) month following the expiration or termination of the Agreement, Hudl will return any Personal Data contained within the Hudl Services to Customer which Customer was not able to extract via the Hudl Services during the Term of the Agreement due to technical limitations of the Hudl Services. Upon Customer's written request following the expiration or termination of the Agreement, Hudl will destroy any Personal Data contained within the Hudl Services, if any, within ninety (90) days after such request, unless authorized by this DPA to retain such data.

- 14.2. Notwithstanding deletion requests under Section 14.1, Hudl may retain such Personal Data that is the subject of the deletion request after the expiration or termination of the

Agreement to the extent and for such period required by applicable law, and always provided that Hudl will ensure the confidentiality of all such Personal Data and will ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

15. **Liability.** Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e., damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party will be liable to Data Subjects for damages it causes by any breach of third-party rights under these clauses. This does not affect the liability of the data exporter under its Applicable Data Protection Law. Notwithstanding anything to the contrary in this DPA or the Agreement, each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or relating to this DPA and any other data protection agreements in connection with the Agreement (if any), shall be subject to any aggregate limitations on liability and other limitations on types of damages set out in the Agreement.
16. **Failure to Perform.** In the event that changes in law or regulation render performance of this DPA impossible or commercially unreasonable, the parties may agree to renegotiate this DPA in good faith. If renegotiation would not cure the impossibility, or the parties cannot reach an agreement, the parties may agree to terminate the Agreement as allowed by the Agreement's termination provisions. In the event Hudl reasonably determines that a law, legal requirement, privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance is reasonably likely to adversely affect Hudl's ability to fulfill its obligations under this DPA, the parties shall negotiate in good faith alternative Processing upon Hudl's request and if no alternative Processing is commercially reasonable to Hudl, Hudl may immediately suspend any Processing or terminate, in whole or in part, the Agreement and this DPA, without liability to Customer.
17. **Updates.** Hudl may update the terms of this DPA in the event of (a) the release of new products or services or material changes to any of the existing Hudl Services; (b) changes in Applicable Data Protection Law; or (c) a merger, acquisition, or other similar transaction involving Hudl or its Affiliate. In such event, Hudl will provide at least thirty (30) days' prior written notice to Customer before the updated DPA will apply to Customer. Such notice may also be provided by Hudl via email to the Customer contact in Hudl's records. The then-current version of this DPA will apply to any renewal Subscription Terms for any Hudl Services. The then-current version of this DPA is available at <https://www.hudl.com/legal/agreements>.
18. **Duration and Survival.** This DPA will become legally binding upon the effective date of the Agreement or upon the date that the parties sign this DPA if it is separately entered into after the effective date of the Agreement. Hudl will Process Personal Data until the relationship terminates as specified in the Agreement. Any obligation imposed on Hudl under this DPA in relation to the Processing of Personal Data will terminate when Hudl no longer Processes Personal Data.
19. **Miscellaneous.** Except as provided by this DPA, the Agreement remains unchanged and in full force and effect. In the event of a conflict between any other terms of the Agreement and this DPA with respect to the subject matter hereof, the provisions of this DPA shall govern. If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect. Except as otherwise provided herein, this DPA may only be modified by a written amendment signed by both Hudl and Customer. In no event shall this DPA benefit or create any right or cause of action on behalf of a third party, but without prejudice to the rights or remedies available to Data Subjects under Applicable Data Protection Laws or this DPA (including the Standard Contractual Clauses). This DPA will be governed by and construed in accordance with governing law and jurisdiction/venue provisions in the Agreement. For purposes of this DPA, the words "include," "includes," and "including" are deemed to be followed by the words "without limitation" and the word "or" is not exclusive.

APPENDIX 1 TO THE DPA – DETAILS OF PROCESSING

This Appendix 1 includes details of the Processing of Customer's Personal Data

- **Data Subjects:** The Personal Data to be sent through the Hudl Services is determined by the Customer, and may include (current, former, and prospective):
 - Customer's employees, contractors, representatives, agents, athletes, players, analysts, coaching staff, team officials, students, Hardware end-users, and end users of the Hudl Services
 - Customer's customers and affiliates, and their employees, contractors, agents, representatives, and customers (some of which may be end users of Customer's services)
- **Categories of Personal Data:** The Personal Data to be sent through the Hudl Services is determined by the Customer, and may include:
 - Standard contact information such as first name, last name, title, email address, physical address, phone number, marital status/salutation, gender, data of birth, employer, job title, etc.
 - Authentication data such as username and password.
 - Financial information (for example bank account name and number, credit card/debit card name and number, invoice number).
 - Information about an individual's computer or mobile device or technology usage, including (for example) IP address, MAC address, unique device identifiers, unique identifiers set in cookies, and any information passively captured about a person's online activities, browsing, application or hotspot usage or device location.
 - Sports-related information such as video, images, audio, data and analytics of individuals participating in sport activity.
 - Citizenship and residency information.
 - Correspondence data (for example correspondence and other communications (including lawfully-recorded telephone communications data) with the data subject for the purpose of providing customer support).
 - Athlete related information (for example, first name, last name, school (name, city, state/country), graduation year, GPA, ACT/SAT score, transcripts, parent/guardian information (name, relation, email address phone number), photograph, jersey number, Twitter handle, sports position, sports awards, sports photos and videos featuring the athlete, performance data (speed, acceleration), health information (height, weight, heart rate, VO2, asymmetries), positioning data (coordinates, heat maps), location data, biometric data).
 - Sensitive Personal Data (for example racial or ethnic origin, data concerning health (see above), financial information (see above), positioning data, location data, and biometric data, where such information is Sensitive Personal Data under Applicable Data Protection Law).
- **Processing Operations:** Hudl processes Personal Data as necessary to provide the Hudl Services to Customer.
- **Period of Personal Data Retention:** Hudl processes Personal Data for the duration described in the Agreement.
- **Subprocessors:** A current list of Subprocessors is available as provided in Section 6 (Subprocessors) of Schedule 1 to this DPA.
- **Physical Location of Personal Data Processed by Hudl:** The current list of physical locations where Personal Data is Processed is available on the Subprocessor Site

(referenced in Section 6 (Subprocessors) of Schedule 1 to this DPA).

**APPENDIX 2 TO THE DPA –
TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES**

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, Processor shall implement the measures outlined in the Agreement and below to ensure an appropriate level of security for the provision of the Hudl Services.

Where applicable, this Appendix 2 will serve as Annex II to the Standard Contractual Clauses.

Measures:

Measures of pseudonymisation and encryption of Personal Data

- Hudl supports no less than transport layer security (TLS) 1.2 for data encryption in-transit over public networks.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

- Hudl has implemented an information security management system (ISMS) that is modelled after the ISO 27001 standards to protect the confidentiality, integrity, availability and resilience of processing systems and services.
- Hudl monitors its information systems containing Personal Data as well as the underlying infrastructure for security incidents and uses alerts, automation, and escalation procedures to notify personnel of any security incidents.
- Hudl uses industry standard techniques designed to restrict access to and prevent unauthorized use of its information systems.
- Hudl only collects the minimum amount of Personal Data required to deliver Hudl Services; Customer may elect to store more than the minimum.
- Hudl maintains data logs to support administrative, technical, and physical safeguards and data quality.

Measures for ensuring the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident

- Hudl maintains multiple availability zones to provide redundancy in operations and support availability of the Hudl Services and related Personal Data.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

- Hudl has implemented an information security program that is modelled after the ISO 27001 standards.
- Hudl has implemented policies and procedures for infrastructure and software hardening and configuration. Hudl uses industry standard internal and external assessment techniques on regular schedules to identify issues for timely resolution. Specifically, these include SAST, DAST, vulnerability scanning, and penetration testing.

SCHEDULE 2
CROSS BORDER DATA TRANSFER MECHANISMS

1. Definitions.

- 1.1. “**EC**” means the European Commission
- 1.2. “**EEA**” means the European Economic Area
- 1.3. “**Standard Contractual Clauses**” means, depending on the circumstances unique to Customer, any of the following:
 - 1.3.1. UK Standard Contractual Clauses, and
 - 1.3.2. 2021 Standard Contractual Clauses
- 1.4. “**UK Standard Contractual Clauses**” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force 21 March 2022.
- 1.5. “**2021 Standard Contractual Clauses**” means the Standard Contractual Clauses approved by the European Commission in decision 2021/914.

2. Cross Border Data Transfer Mechanisms.

- 2.1. **Order of Precedence.** In the event the Hudl Services are covered by more than one Transfer Mechanism, the transfer of Personal Data will be subject to a single Transfer Mechanism in accordance with the following order of precedence: (a) the applicable Standard Contractual Clauses as set forth in Section 2.2 (2021 Standard Contractual Clauses) or Section 2.3 (UK Standard Contractual Clauses) of this Schedule 2; and, if (a) is not applicable, then (b) other applicable data Transfer Mechanisms permitted under Applicable Data Protection Law.
- 2.2. **2021 Standard Contractual Clauses.** The parties agree that the 2021 Standard Contractual Clauses will apply to Personal Data that is transferred via the Hudl Services from the EEA or Switzerland, either directly or via onward transfer, to any country or recipient outside the EEA or Switzerland, as applicable, that is not recognized by the EC (or, in the case of transfers from Switzerland, the competent authority for Switzerland) as providing an adequate level of protection for Personal Data. For data transfers from the EEA or Switzerland that are subject to the 2021 Standard Contractual Clauses, the 2021 Standard Contractual Clauses will be deemed entered into (and incorporated into this DPA by this reference) and completed as follows:
 - 2.2.1. Module Two (Controller to Processor) of the 2021 Standard Contractual Clauses will apply where Customer is a controller of Personal Data and Hudl is processing Personal Data.
 - 2.2.2. Module Three (Processor to Processor) of the 2021 Standard Contractual Clauses will apply where Customer is a processor of Personal Data and Hudl is processing Personal Data.

For each Module, where applicable:

- (i) in Clause 7 of the 2021 Standard Contractual Clauses, the optional docking clause will not apply;
- (ii) in Clause 9 of the 2021 Standard Contractual Clauses, Option 2 will apply and the time period for prior notice of Subprocessor changes will be as set forth in Section 6 (Subprocessors) of Schedule 1 to this DPA;
- (iii) in Clause 11 of the 2021 Standard Contractual Clauses, the optional language will not apply;
- (iv) in Clause 17 (Option 1), the 2021 Standard Contractual Clauses will be governed by Spanish law;
- (v) in Clause 18(b) of the 2021 Standard Contractual Clauses, disputes will be resolved before the courts of Spain;

(vi) in Annex I, Part A of the 2021 Standard Contractual Clauses:

- Data Exporter: Customer.
- Contact Details: The email address(es) designated by Customer in Customer's account via its notification preferences.
- Data Exporter Role: The Data Exporter's role is set forth in Section 2 (Processing of Personal Data) of Schedule 1 to this DPA.
- Signature and Date: By entering into the Agreement, Data Exporter is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the effective date of the DPA.
- Data Importer: Hudl
- Contact details: Hudl Privacy Team – legal@hudl.com.
- Data Importer Role: Data Processor
- Signature and Date: By entering into the Agreement, Data Importer is deemed to have signed these Standard Contractual Clauses, incorporated herein, including their Annexes, as of the effective date of the DPA.

(vii) in Annex I, Part B of the 2021 Standard Contractual Clauses:

- The categories of Data Subjects are described in Appendix 1 (Details of Processing) to this DPA.
- The Sensitive Personal Data transferred is described in Appendix 1 (Details of Processing) to this DPA.
- The frequency of the transfer is a continuous basis for the duration of the Agreement.
- The nature of the processing is described in Appendix 1 (Details of Processing) to this DPA and Section 2 (Processing of Personal Data) of Schedule 1 to this DPA.
- The purpose of the processing is described in Appendix 1 (Details of Processing) to this DPA and Section 2 (Processing of Personal Data) of Schedule 1 to this DPA.
- The period for which the Personal Data will be retained is described in Appendix 1 (Details of Processing) to this DPA.
- For transfers to Subprocessors, the subject matter, nature, and duration of the processing is set forth in Section 6 (Subprocessors) of Schedule 1 to this DPA.

(viii) in Annex I, Part C of the 2021 Standard Contractual Clauses: The Spanish Data Protection Agency will be the competent supervisory authority.

(ix) Schedule 2 (Technical and Organizational Security Measures) to this DPA serves as Annex II of the 2021 Standard Contractual Clauses.

2.3. **UK Standard Contractual Clauses.** The parties agree that the UK Standard Contractual Clauses will apply to Personal Data that is transferred via the Hudl Services from the United Kingdom, either directly or via onward transfer, to any country or recipient outside of the United Kingdom that is not recognized by the competent United Kingdom regulatory authority or governmental body for the United Kingdom as providing an adequate level of protection for personal data. For data transfers from the United Kingdom that are subject to the UK Standard Contractual Clauses, the UK Standard Contractual Clauses will be deemed entered into (and incorporated into this DPA by this reference) and completed as follows:

2.3.1. In Table 1 of the UK Standard Contractual Clauses, the parties' details and key contact information is located in Section 2.2(vi) of this Schedule 2.

2.3.2. In Table 2 of the UK Standard Contractual Clauses, information about the version of the 2021 Standard Contractual Clauses, modules and selected clauses which this UK Standard Contractual Clauses is appended to is located in Section 2.2 (2021 Standard

Contractual Clauses) of this Schedule 2.

2.3.3. In Table 3 of the UK Standard Contractual Clauses:

1. The list of Parties is located in Section 2.2(vi) of this Schedule 2.
2. The description of the transfer is set forth in Section 2 (Processing of Personal Data) of Schedule 1 to this DPA.
3. Annex II is located in Appendix 2 (Technical and Organizational Security Measures) to this DPA.
4. The list of sub-processors is located in Section 6 (Subprocessors) of Schedule 1 to this DPA.

2.3.4. In Table 4 of the UK Standard Contractual Clauses, both the importer and the exporter may end the UK Standard Contractual Clauses in accordance with the terms of the UK Standard Contractual Clauses.

- 2.4. **Conflict.** To the extent there is any conflict or inconsistency between the EU Standard Contractual Clauses or UK Standard Contractual Clauses and any other terms in this DPA, including Schedule 4 (Jurisdiction Specific Terms), the Agreement, the provisions of the EU Standard Contractual Clauses or UK Standard Contractual Clauses, as applicable, will prevail.

SCHEDULE 3
JURISDICTION SPECIFIC TERMS

1. Australia:

- 1.1. The definition of “Applicable Data Protection Law” includes the Australian Privacy Principles and the Australian Privacy Act (1988).
- 1.2. The definition of “Personal Data” includes Customer Data that is “Personal Information” as defined under Applicable Data Protection Law.
- 1.3. The definition of “Sensitive Personal Data” includes Customer Data that is “Sensitive Information” as defined under Applicable Data Protection Law.

2. Brazil:

- 2.1. The definition of “Applicable Data Protection Law” includes the Lei Geral de Proteção de Dados.
- 2.2. The definition of “Security Breach” includes a security incident that may result in any relevant risk or damage to Data Subjects.
- 2.3. The definition of “processor” includes “operator” as defined under Applicable Data Protection Law.

3. California:

- 3.1. The definition of “Applicable Data Protection Law” includes the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and all regulations promulgated pursuant to the foregoing, (collectively, “CCPA”).
- 3.2. The definition of “Personal Data” includes Customer Data that is “Personal Information” as defined under Applicable Data Protection Law.
- 3.3. The definition of “Data Subject” includes “Consumer” as defined under Applicable Data Protection Law. Any Data Subject rights, as described in Section 4 (Rights of Data Subjects) of Schedule 1 to this DPA, include any Consumer rights.
- 3.4. The definition of “Anonymized Data” in the Agreement includes “deidentified” information as defined under Applicable Data Protection Law.
- 3.5. The definition of “controller” includes a “Business” as defined under Applicable Data Protection Law.
- 3.6. The definition of “processor” includes a “Service Provider” as defined under Applicable Data Protection Law.
- 3.7. Hudl will only collect, process, retain, use, or disclose Personal Data as necessary to provide the Hudl Services under the Agreement, which constitutes a business purpose (as defined under Applicable Data Protection Law), or as otherwise permitted by Applicable Data Protection Law.
- 3.8. Hudl agrees not to (i) collect, process, retain, use, or disclose Personal Data for its own commercial purposes (as defined by Applicable Data Protection Law) or other purpose other than for the specific purpose of providing the Hudl Services and as authorized by this DPA; (ii) sell or share (as defined by Applicable Data Protection Law) the Personal Data; (iii) collect process, retain, use, or disclose Personal Data outside of the direct business relationship between the parties as set forth in the Agreement; or (iv) combine Personal Data with other personal information received from any other source, except as otherwise permitted by Applicable Data Protection Law. Hudl (v) shall provide the same level of privacy protection for Personal Data as is required by Applicable Data Protection Law; (vi) shall notify Customer promptly in writing if Hudl makes a determination that it can no longer meet its obligations under Applicable Data Protection Law; and (vii) grants Customer the right, upon notice to Hudl, to take reasonable and appropriate steps to stop and remediate Hudl’s unauthorized use of Personal Data and to take reasonable and appropriate steps to ensure that Hudl uses the Personal Data in a manner consistent with Customer’s Applicable Data Protection Law obligations.

- 3.9. Hudl certifies that it understands its obligations under Applicable Data Protection Law and this Section 3 and will comply with them.
4. **Canada:**
- 4.1. The definition of “Applicable Data Protection Law” includes the Federal Personal Information Protection and Electronic Documents Act.
- 4.2. Hudl’s Subprocessors, as described in Section 6 (Subprocessors) of Schedule 1 to this DPA, are third parties under Applicable Data Protection Law, with whom Hudl has entered into a written contract that includes terms substantially similar to this DPA. Hudl has conducted appropriate due diligence on its Subprocessors.
- 4.3. Hudl will implement technical and organizational measures as set forth in Section 8 (Security of Personal Data) of Schedule 1 to this DPA.
5. **European Economic Area (“EEA”):**
- 5.1. The definition of “Applicable Data Protection Law” includes the General Data Protection Regulation (EU 2016/679) (“GDPR”) and any subordinate legislation and regulation implementing the GDPR.
- 5.2. When Hudl engages a Subprocessor under Section 6 (Subprocessors) of Schedule 1 to this DPA, it will:
- 5.2.1. require any appointed Subprocessor to protect the Personal Data to the standard required by Applicable Data Protection Law, such as including the same data protection obligations referred to in Article 28(3) of the GDPR, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR, and
- 5.2.2. require any appointed Subprocessor to (i) agree in writing to only process Personal Data in a country that the European Union has declared to have an “adequate” level of protection or (ii) only process Personal Data on terms equivalent to the Standard Contractual Clauses or pursuant to a Binding Corporate Rules approval granted by competent European Union data protection authorities.
- 5.3. Notwithstanding anything to the contrary in this DPA or in the Agreement (including, without limitation, either party’s indemnification obligations), neither party will be responsible for any GDPR fines issued or levied under Article 83 of the GDPR against the other party by a regulatory authority or governmental body in connection with such other party’s violation of the GDPR.
6. **Israel:**
- 6.1. The definition of “Applicable Data Protection Law” includes the Protection of Privacy Law.
- 6.2. The definition of “controller” includes “Database Owner” as defined under Applicable Data Protection Law.
- 6.3. The definition of “processor” includes “Holder” as defined under Applicable Data Protection Law.
- 6.4. Hudl will require that any personnel authorized to process Personal Data comply with the principle of data secrecy and have been duly instructed about Applicable Data Protection Law. Such personnel sign confidentiality agreements with Hudl in accordance with Section 5 of Schedule 1 to this DPA.
- 6.5. Hudl must take sufficient steps to ensure the privacy of data subjects by implementing and maintaining the security measures as specified in Section 8 (Security of Personal Data) of Schedule 1 to this DPA and complying with the terms of the Agreement.
- 6.6. Hudl must ensure that the Personal Data will not be transferred to a Subprocessor unless such Subprocessor has executed an agreement with Hudl pursuant to Section 6 (Subprocessors) of Schedule 1 to this DPA.
7. **Japan:**
- 7.1. The definition of “Applicable Data Protection Law” includes the Act on the Protection of

Personal Information.

- 7.2. The definition of “Personal Data” includes Customer Data that is “Personal Information” as defined under Applicable Data Protection Law.
- 7.3. The definition of “controller” includes “Business Operator” as defined under Applicable Data Protection Law. As a Business Operator, Hudl is responsible for the handling of Personal Data in its possession.
- 7.4. The definition of “processor” includes a business operator entrusted by the Business Operator with the handling of Personal Data in whole or in part (also a “trustee”), as described under Applicable Data Protection Law. As a trustee, Hudl will ensure that the use of the entrusted Personal Data is securely controlled.

8. Mexico:

- 8.1. The definition of “Applicable Data Protection Law” includes the Federal Law for the Protection of Personal Data Held by Private Parties and its regulations.
- 8.2. When acting as a processor, Hudl will:
 - 8.2.1. treat Personal Data in accordance with Customer’s instructions set forth in Section 2 (Processing of Personal Data) of Schedule 1 to this DPA;
 - 8.2.2. process Personal Data only to the extent necessary to provide the Hudl Services;
 - 8.2.3. implement security measures in accordance with Applicable Data Protection Law and Section 8 (Security of Personal Data) of Schedule 1 to this DPA;
 - 8.2.4. keep confidentiality regarding the Personal Data processed in accordance with the Agreement;
 - 8.2.5. delete all Personal Data in accordance with the Agreement and this DPA; and
 - 8.2.6. only transfer Personal Data to Subprocessors in accordance with Section 6 (Subprocessors) of Schedule 1 to this DPA.

9. Singapore:

- 9.1. The definition of “Applicable Data Protection Law” includes the Personal Data Protection Act 2012.
- 9.2. Hudl will process Personal Data to a standard of protection in accordance with the PDPA by implementing adequate technical and organizational measures as set forth in Section 8 (Security of Personal Data) of Schedule 1 to this DPA and complying with the terms of the Agreement.

10. Switzerland:

- 10.1. The definition of “Applicable Data Protection Law” includes the Swiss Federal Data Protection Act, as revised.
- 10.2. When Hudl engages a Subprocessor under Section 6 (Subprocessors) of Schedule 1 to this DPA, it will:
 - 10.2.1. require any appointed Subprocessor to protect the Personal Data to the standard required by Applicable Data Protection Law, such as including the same data protection obligations referred to in Article 28(3) of the GDPR, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR, and
 - 10.2.2. require any appointed Subprocessor to (i) agree in writing to only process Personal Data in a country that the European Union has declared to have an “adequate” level of protection or (ii) only process Personal Data on terms equivalent to the Standard Contractual Clauses or pursuant to a Binding Corporate Rules approval granted by competent European Union data protection authorities.

11. United Kingdom (“UK”):

- 11.1. References in this DPA to GDPR will to that extent be deemed to be references to the corresponding laws of the United Kingdom (including the UK GDPR and Data Protection Act

2018).

- 11.2. When Hudl engages a Subprocessor under Section 6 (Subprocessors) of Schedule 1 to this DPA, it will:
 - 11.2.1. require any appointed Subprocessor to protect the Personal Data to the standard required by Applicable Data Protection Law, such as including the same data protection obligations referred to in Article 28(3) of the GDPR, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR; and
 - 11.2.2. require any appointed Subprocessor to (i) agree in writing to only process Personal Data in a country that the United Kingdom has declared to have an “adequate” level of protection or (ii) only process Personal Data on terms equivalent to the Standard Contractual Clauses or pursuant to a Binding Corporate Rules approval granted by competent United Kingdom data protection authorities.
- 11.3. Notwithstanding anything to the contrary in this DPA or in the Agreement (including, without limitation, either party’s indemnification obligations), neither party will be responsible for any UK GDPR fines issued or levied under Article 83 of the UK GDPR against the other party by a regulatory authority or governmental body in connection with such other party’s violation of the UK GDPR.