

GENERAL TERMS AND CONDITIONS OF VIEWLICITY GMBH

1. GENERAL PROVISIONS

- 1.1 These General Terms and Conditions of Viewlicity GmbH ("**Agreement**") shall apply to all offers, deliveries, support and services with regard to the licensing and making available of software and the sale of hardware through Viewlicity GmbH, Barnerstraße 14B, 22765 Hamburg, Germany ("**Viewlicity**"). Deviating and/or supplementary terms and conditions of the customer ("**Customer**") shall not apply.
- 1.2 This Agreement shall apply to ongoing business relations as well as to all of the parties' future transactions.

2. DEFINITIONS

The following capitalized terms shall have the meaning set forth below. Other defined terms (whether capitalized or not) used in this Agreement shall have the meaning set forth elsewhere in this Agreement:

"Ball Tracking Service(s)" means an access to a ball tracking software service (including certain storage space as required for ordinary use of the services) as made available by Viewlicity for use via the internet.

"Contractual Software" means the software described in the Offer in object code together with all updates thereto. The term Contractual Software shall not include software provided as a service, including, without limitation, the ball tracking software made available in connection with the Ball Tracking Service.

"Customer Data" means the data uploaded to the Ball Tracking Service during Customer's use, excluding any data derived therefrom by Viewlicity.

"Hardware" means the hardware as described in the Offer.

"Initial Term" shall have the meaning set forth in Section 7.2 of this Agreement.

"Offer" means the Viewlicity order form, as provided by Viewlicity to the Customer.

"Personal Data" shall have the meaning set forth in Section 17.1 of this Agreement.

"Renewal Period(s)" shall have the meaning set forth in Section 7.2 of this Agreement.

“Selected Parts” shall mean certain Hardware wearing parts as specified in the Offer.

“Subscription” shall have the meaning set forth in Section 7.1 of this Agreement.

“Support” means the support services provided by Viewlicity to the Customer as specified in Section 8 of this Agreement.

“System” means the augmented reality system for putting practice consisting of the Contractual Software and the Hardware.

3. CONCLUSION OF CONTRACT

- 3.1 The Customer may submit an order to Viewlicity by completing and signing an Offer. Viewlicity reserves the right, in its sole discretion, to put a time limit on any Offer or to cancel an Offer before receipt of a corresponding order by the Customer. Once the Customer's order has been confirmed by Viewlicity in writing (with email correspondence constituting written form), but no later than upon delivery, it shall constitute a contract. All contracts will be subject to the terms and conditions of this Agreement, which supersedes and controls any inconsistent terms and conditions in other purchase documents of the Customer (unless otherwise specifically agreed in writing by both parties).

4. DELIVERY OF THE SYSTEM; RETENTION OF TITLE TO HARDWARE

- 4.1 Viewlicity shall deliver to the Customer the System described in the Offer.
- 4.2 Viewlicity shall retain the title to the Hardware until payment has been rendered in full pursuant to Section 12 of this Agreement. As long as the retention of title is in effect, the goods subject to retention of title may not be pledged, leased or assigned as collateral security without Viewlicity's prior written consent. In the event of seizures or other third-party claims on the Hardware, the Customer must notify Viewlicity without delay and make the third party aware of the retention of title.

5. INSTALLATION

- 5.1 Viewlicity shall install the System specified in the Offer at the location specified in the Offer or otherwise agreed to by the parties. This may include the measuring of

a newly installed or existing putting green at the Customer's facility, wiring the System, aligning and calibrating the projectors, installing the Contractual Software and executing the function tests with the entire System.

- 5.2 The Customer shall support, at its own expense, Viewlicity in all necessary installation and set-up measures that are required for the System to function correctly, including, without limitation, create the conditions necessary for installing and operating the System. This shall include, but not be limited to, the following measures: preparing the ceiling for affixing the projectors laying the required electrical connections (power, wired internet) and installing lighting within the limits required for operating the System (e.g. by installing window blinds or dimmers for the artificial lighting). In order to mount the projectors to a wall or ceiling, the Customer agrees to provide a scaffold or an electric lift on site for easy access to the ceiling.
- 5.3 Upon installation, Viewlicity shall train the necessary group of people that are supposed to be qualified by the Customer to use the System.
- 5.4 The Customer shall subsequently accept the System and confirm acceptance in writing using the form for acceptance provided by Viewlicity.
- 5.5 The Customer must ensure that the System is consistently operated by a trained person qualified to use the System or that a trained person qualified to use the System supervises the use thereof.
- 5.6 Viewlicity may provide additional services, in particular those services listed in **Annex 1**, in accordance with a separate order.

6. GRANTING OF RIGHTS TO CONTRACTUAL SOFTWARE

- 6.1 Upon full payment of the purchase price pursuant to Section 12 of this Agreement the Customer shall receive a non-exclusive right to use the Contractual Software only together with and on the PC and/or tablet as delivered by Viewlicity as part of the Hardware.
- 6.2 The Customer shall NOT: (a) modify, change, enhance or prepare derivative works of the Contractual Software except as expressly permitted by Viewlicity; (b) reverse engineer, disassemble or decompile the Contractual Software, except such action is indispensable in order to obtain information necessary to achieve interoperability of the Contractual Software with an independently created computer program, and

the Customer has not been provided access to this information by Viewlicity, despite a written request, within a reasonable period of time, and provided that those acts are confined to the parts of the Contractual Software which are necessary in order to achieve interoperability; (c) remove, obscure, or alter any notice of patent, copyright, trade secret, trademark, or other proprietary rights notices; (d) use the Contractual Software to make available the Contractual Software and/or provide services to third parties, or otherwise use the same on a “service bureau” basis; or (e) use the Contractual Software, or allow the transfer, transmission, export, or re-export of the Contractual Software, in violation of any export control laws or regulations.

- 6.3 A standalone distribution of the Contractual Software is prohibited. The Customer is obliged to inform Viewlicity before reselling any Contractual Software or Hardware.

7. SUBSCRIPTION

- 7.1 The purchase of Contractual Software shall include twelve (12) months of Support (as described in Section 8 of this Agreement) and Ball Tracking Service (hereinafter **“Subscription”**).
- 7.2 The term of Subscription shall begin on the day on which Ball Tracking Services are made available to the Customer and shall continue for twelve (12) months (**“Initial Term”**). The term of Subscription shall automatically renew for additional twelve-month term(s), unless either party terminates Subscription at the end of the then current term by giving three (3) months prior written notice to the other party (**“Renewal Period(s)”**).
- 7.3 If the Customer allows Subscription to elapse for any period of time, and the Customer subsequently elects to re-subscribe to Subscription, the Customer hereby agrees to pay Viewlicity a reinstatement fee equal to the total fees that would have been due for Subscription during the non-subscription period.

8. SUPPORT

- 8.1 Support shall include email support and may, at the sole discretion of Viewlicity, include telephone support and remote web support. Moreover, Support shall include the delivery of Contractual Software updates, patches and workarounds which are generally made available by Viewlicity. Viewlicity may deliver such updates, patches and workarounds by making them available to the Customer for download via the

internet or similar. Support does not include: general training, import of Customer Data or an adaptation of the Contractual Software.

- 8.2 The Support services are provided Monday to Friday from 9.00 am - 6.00 pm CET, except for public holidays in Hamburg, Germany.
- 8.3 In the event that the Customer purchases Hardware Service, Support shall, in addition to the services described in this Section 8 above, include the delivery of Selected Parts.

9. BALL TRACKING SERVICE

- 9.1 Subject to the network availability as set forth in Section 9.2, Viewlicity shall make available to the Customer Ball Tracking Services, as may further be specified in the Offer, on a server operated by Viewlicity or a third party authorized by Viewlicity to host the Ball Tracking Service (“**Server**”). Viewlicity may at any time reasonably amend, modify, update or upgrade the Ball Tracking Services. Viewlicity does not owe to the Customer the installation or maintenance of an internet connection from Customer’s computer to the exchange node operated and designated by Viewlicity or its contractors. Subject to reasonable prior notice to the Customer, Viewlicity or its contractors may change such exchange node at any time.
- 9.2 The Ball Tracking Services are available 98.0 % per calendar month except for Scheduled Maintenance. “Scheduled Maintenance” means maintenance which may delay or interrupt the Customer’s use of the Ball Tracking Services, and the necessity of which is known to Viewlicity in advance of its occurrence. Viewlicity shall schedule Scheduled Maintenance to the extent practicable during periods of non-peak usage among its customer base.
- 9.3 The Customer hereby grants to Viewlicity a non-exclusive, non-transferable license to process Customer Data on the Server to the extent that such processing is necessary to fulfil Viewlicity's obligations, including the provision of Ball Tracking Services and Support, under the Agreement.
- 9.4 After the date of termination or expiration of the Ball Tracking Services (hereinafter “Termination Date”) the Customer has no access to the Customer Data. Within two (2) weeks as of the Termination Date the Customer may upon the Customer’s request retrieve Customer Data, free of charge, in a commonly used and machine-readable format. If no such request is made within such term, Viewlicity may delete

all Customer Data completely and permanently, except to the extent that statutory laws require Viewlicity to retain certain Customer Data.

10. PROPERTY RIGHTS IN RESULTS OF SERVICES

- 10.1 Title to and ownership of any software, documentation, utilities, tools, methodologies, specifications, techniques, data, data models and other materials or know-how developed by Viewlicity during and in the course of performing services for Customer (including, without limitation, installation services in accordance with Section 5 above) together with the intellectual property rights therein shall vest in Viewlicity. Further, title to and ownership of all systems, software, tools, utilities, methodologies, specifications, techniques, data, data models and other materials, know-how and hardware owned by Viewlicity or in the possession of Viewlicity prior to the performance of such services and used by Viewlicity in connection with the services together with the intellectual property rights therein, shall remain with Viewlicity whether or not they are specifically adapted by Viewlicity for use by the Customer.
- 10.2 If Viewlicity owes to Customer a certain result, including any related software, documentation, specifications, data model and other materials, Viewlicity grants Customer, upon payment of the corresponding remuneration, a world-wide, perpetual, non-exclusive and non-transferable license to use such result as integrated in or, as applicable, in connection with, the Contractual Software.

11. SUB-CONTRACTORS

Viewlicity is entitled to engage qualified sub-contractors for providing installation services, Support and any other services hereunder.

12. PURCHASE PRICE AND LICENSING FEES

- 12.1 The purchase price for the System, including Subscription for the Initial Term, is set forth in the Offer. It is payable in two installments of 50% of the price. The first installment becomes due and payable upon conclusion of contract, the second installment once the System has been installed.
- 12.2 The payment of Subscription fees for any Renewal Period shall be due in advance on the first day of such Renewal Period.
- 12.3 Viewlicity has the right to adjust the amount of Subscription fees annually. In the event of an adjustment, Viewlicity shall take into account any cost changes that have

occurred in the meantime in the area of wages, salaries, IT services, and general costs. Viewlicity shall provide the Customer with thirty (30) days written notice in advance of the effective date of any change in such fees. In the event Viewlicity increases such fees by more than five per cent (5%) the Customer may within thirty (30) days as of receipt of Viewlicity's notice terminate the service upon two (2) months' notice to the end of the month; in case of such termination the fees remain unchanged.

- 12.4 Any payment shall be paid to the account referred to in the respective invoice.

13. TRANSFER OF RIGHTS TO DEVELOPMENT IDEAS

- 13.1 While the Contractual Software and the Ball Tracking Service are being used, new development ideas for further enhancing or supplementing the System and/or the Ball Tracking Service may arise. In accordance with copyright law, patent law, design and related property rights, including know-how, the Customer shall transfer all assignable rights of ownership and use, to which it is entitled, to development ideas generated during collaboration and to developments arising herefrom for all types of use to Viewlicity for economic and intellectual property exploitation without restrictions in terms of time, territory or content. This shall especially include but is not limited to all creations that constitute a protected work as defined under copyright law (UrhG), in particular pursuant to Section 2 UrhG and Section 69a UrhG. This transfer of rights especially comprises the right of reproduction, i.e. the right for the full or partial permanent or temporary reproduction of the work with any means and in any form, the right of distribution including the rental right, the right of exhibition, recital, performance and demonstration, the right to broadcast (including satellite broadcasting and cable retransmission), the right of communication to the public (including the display through video or audio recording, via online services, the internet or radio broadcasts) as well as the right to make adaptations and the right to advertise. Furthermore, the Customer shall assign Viewlicity all the irrevocable, exclusive and territorially unlimited rights of exploitation according to Sections 69 a-g UrhG for an indefinite period of time.
- 13.2 With the foregoing transfer of rights, the parties are pursuing the objective of allowing Viewlicity to receive the full rights of use to the development ideas and to the developments arising therefrom to the greatest extent wherever possible. The transfer of rights also covers the right to exploit the development also in all unknown types of use and it extends accordingly as well to the exploitation of all currently unknown

rights of use, unlimited in terms of territory, time and content. The foregoing transfer of rights likewise includes Viewlicity's right to grant third parties exclusive or non-exclusive rights of use to the development without the Customer's consent and to transfer rights of use to third parties without the Customer's consent. The Customer shall grant Viewlicity the unlimited right to produce the respective subject matter of the right and to place it on the market. Viewlicity is not under any obligation to register or to exploit rights.

14. MARKETING

- 14.1 Viewlicity is entitled to demonstrate interested parties how the System is practically applied at the Customer's facility. To this end, presentation dates shall be agreed upon in consultation with the Customer, which shall take place on the Customer's location where the System is installed.
- 14.2 Viewlicity may affix its logo in the Customer's location where the System is installed. The installation of additional materials for marketing the System must be coordinated with the Customer.
- 14.3 Any publications, PR campaigns etc. with regard to the Contractual Software must be coordinated with Viewlicity. Viewlicity may mention the Customer's name together with the Customer's logo on its website as a reference customer as well as provide the exact location where the Contractual Software is being or was used. Moreover, Viewlicity may take photos and/or videos of the installed System and use these for its own marketing purposes. In addition, particularly successful projects may be shown on Viewlicity's website and in other marketing materials.

15. WARRANTY ("GEWÄHRLEISTUNG")

- 15.1 The statutory laws shall apply for Viewlicity's liability for defects, unless stipulated otherwise below.
- 15.2 In case of an obvious defect of the Contractual Software or the Hardware, the Customer shall promptly, in no event later than within ten (10) days as of installation of the System, notify Viewlicity in writing. In case of non-obvious defects, the Customer shall promptly, in no event later than within ten (10) days as of discovery of the defect, notify Viewlicity in writing.

- 15.3 In case of a defect of the Contractual Software or the Hardware Viewlicity may in its own discretion eliminate such defect or provide a new Contractual Software or Hardware ("**Remedying a Defect**"). Remedying a Defect of the Contractual Software may include the delivery of an update or upgrade which does not have the defect, or a patch which eliminates the defect.
- 15.4 If Remedying a Defect of the Hardware or Contractual Software fails, the Customer shall be entitled to claim adequate reduction of the purchase price or, provided that the defect does not only impair the use of the Contractual Software or the Hardware in accordance with the Offer insignificantly, withdraw from the respective contract. Such failure may only occur if Viewlicity had been given sufficient and appropriate opportunities to remedy the defect within reasonable terms. The making available of a workaround as a preliminary solution shall be taken into account when calculating such reasonable terms.
- 15.5 In the event of a sale of the Contractual Software and the Hardware to an entrepreneur within the meaning of Section 14 German Civil Code (BGB), the liability for defects shall be statute barred after twelve (12) months as of delivery of the Contractual Software or the Hardware, or, if a product or service is subject to acceptance, as of acceptance, except that such limitation of the warranty period shall not apply to claims for damages and to liability in the event of fraudulent concealment of a defect.
- 15.6 Strict liability, regardless of fault, for defects that already existed upon conclusion of the contract is excluded.
- 15.7 The Customer shall support Viewlicity in detecting and remedying defects and shall immediately allow inspection of any data and information, which reveal the more detailed circumstances of the appearance of the defect.
- 15.8 In the event of a defect of a third party product or service which has been resold by Viewlicity to the Customer, Customer's warranty claims under Sections 15.3 and 15.4 above shall be subject to the Customer raising Viewlicity's warranty claims against Viewlicity's supplier. To that end Viewlicity assigns its warranty claims to the Customer. Only to the extent that the Customer can enforce such claims neither out of court nor through court action, may the Customer also raise respective warranty claims, if any, against Viewlicity. If the Customer's attempts to enforce warranty claims against the supplier have failed, the Customer shall reassign such warranty

claims to Viewlicity. The Customer shall keep Viewlicity informed of any action it takes against a supplier in accordance with this Section 15.8. Viewlicity shall provide to the Customer all information and support, which are reasonably required by the Customer to raise warranty claims against a supplier, including detailed information on the warranty terms and conditions agreed upon between Viewlicity and the supplier.

- 15.9 Viewlicity is not responsible for changes the Customer has made to the System after its installation. Viewlicity provides no warranty for Contractual Software and Hardware which have been incorrectly used, serviced or installed by the Customer or third parties. In particular, Viewlicity shall not be liable if a defect has been caused by the product's operation in a system environment which does not conform to the hardware and software systems which are specified in the product's documentation or as otherwise specified by Viewlicity or its supplier.
- 15.10 Viewlicity is entitled to remedy defects in the location specified in the Offer, through remote maintenance of the System or through telephone. Viewlicity shall bear the expenses required for the purpose of inspection and warranty, in particular transportation, travel costs to the location specified in the Offer and labor costs, if a defect actually exists. Otherwise Viewlicity may demand that the Customer reimburses any costs incurred by the unjustified request to remedy defects (in particular inspection and transportation costs), unless the Customer was unable to recognize the lack of a defect. In such case the Customer shall bear any costs for material and costs for skilled manual labor (e.g. disassembly and installation costs).

16. DISCLAIMER OF LIABILITY

- 16.1 With the exception of liability pursuant to the product liability law ("Produkthaftungsgesetz") and on the grounds of fatalities, physical injuries or damage to health or the assumption of a guarantee, Viewlicity's liability is limited or excluded as follows.
- 16.2 In the event of negligence, liability is limited to compensation for foreseeable typical damages. However, in case of simple negligence, Viewlicity shall be liable only for breach of a duty, the fulfillment of which enables proper execution of the contract in the first place and the compliance with which the Customer may rely on. Insofar as Viewlicity's liability is limited, this shall also apply with respect to the liability for persons, for whom Viewlicity is responsible for any fault on their part pursuant to statutory provisions.

- 16.3 The foregoing limitation of liability also applies to the personal liability of Viewlicity's employees, agents and executive bodies.

17. DATA PROTECTION

- 17.1 Concerning Personal Data within the meaning of Article 4 (1) General Data Protection Regulation (GDPR; "**Personal Data**") brought to Viewlicity's attention during Support and to the extent that Customer Data contain Personal Data the following applies: Viewlicity shall process such Personal Data as a contract data processor on behalf of and according to the instructions given by the Customer and exclusively for the provision of Support and/or the Ball Tracking Service. The Customer shall ensure that the collection, processing and use of Personal Data complies with all relevant statutory provisions, in particular, if applicable, the German Federal Data Protection Act (Bundesdatenschutzgesetz (BDSG)) and the GDPR.
- 17.2 The Customer and Viewlicity herewith conclude the Agreement on Data Processing as attached as **Annex 2**, which shall form an integral part of this Agreement.
- 17.3 Viewlicity may use Customer Data for the training of artificial intelligence and possibly develop individual trainings for users of the Ball Tracking Service. Further information of the use of Customer Data by Viewlicity is provided in Viewlicity's Privacy Policy as made available by Viewlicity together with the registration form for the Ball Tracking Service. Upon the Customer's written request, Viewlicity shall provide to the Customer a copy of such privacy policy and/or additional information related thereto, which the Customer may need to know in order to fulfil its contractual or statutory obligations.

18. SECURITY

- 18.1 The Customer shall use suitable measures to secure the Ball Tracking Services, including any respective login data, against access by unauthorized third parties. If the Customer obtains attention of an unauthorized access to the Ball Tracking Services, Customer shall promptly notify Viewlicity and provide Viewlicity with assistance, as reasonably requested, to stop or remedy such access. In the event the Customer cannot satisfactorily resolve any issue of unauthorized access to Ball Tracking Services, Viewlicity may, in conjunction with any other remedies it may have under this Agreement or under statutory laws, suspend the Customer's access to the Ball Tracking Services until the issue is resolved.

- 18.2 The Customer shall use the Ball Tracking Service only in accordance with the Offer, this Agreement and the relevant statutory provisions. The Customer shall in particular comply with criminal, data protection, competition and copyright laws. The Customer shall not import damaged or illegal data or misuse the Ball Tracking Service in any way.
- 18.3 Before loading Customer Data to the Server, the Customer shall check these for viruses and use appropriate virus protection programs. Customer shall not use the Ball Tracking Services (i) to provision any content into the storage space made available on the Server that contains or constitutes illegal or unlawful content or promotes hate or incitements to violence, or (ii) to perform any act which, directly or indirectly, causes any “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other like form of solicitation. If Customer becomes aware of any violation of this Section 18.3, Customer shall immediately notify Viewlicity and provide Viewlicity with assistance, as reasonably requested, to stop or remedy the violation. In the event that Customer’s use of the Ball Tracking Services adversely impact the Ball Tracking Services or the systems or content of any other customer of Viewlicity or third party provider, or may subject Viewlicity or any third party to liability, Viewlicity may, in conjunction with any other remedies it may have under this Agreement or under statutory laws, suspend Customer’s access to the Ball Tracking Services until the issue is resolved.

19. WRITTEN FORM

Amendments and supplements to this Agreement must be made in writing; this also applies for the amendment of this written form requirement.

20. MISCELLANEOUS PROVISIONS

- 20.1 The Customer may only assign rights arising from the contractual relation between the parties to third parties subject to Viewlicity’s written consent. Viewlicity may amend this Agreement upon one (1) month written notice (including notices via email) to the Customer. The amendments shall be deemed having been approved by the Customer, and apply as of their effective date proposed by Viewlicity, unless the Customer has notified Viewlicity in writing of its disapproval prior to their proposed date of entry into force. In the event of the Customer’s written notice of dis-

approval, this Agreement shall, subject to either party's right to terminate Subscription according to Section 7.2, continue without any changes to the previous terms and conditions.

- 20.2 In the event of a conflict between the provisions of this Agreement and the provisions of the Offer, the terms and conditions of the Offer shall control.
- 20.3 No amendment or modification to this Agreement will be valid or binding upon the parties unless made in writing and signed by the parties.
- 20.4 This Agreement and all legal relationships between the parties shall be construed in accordance with and governed by the law of the Federal Republic of Germany. The application of CISG ("UN Sales Convention") is excluded. Provisions, in particular those of international private law, which would result in the application of another jurisdiction, are hereby expressly excluded.
- 20.5 If the Customer is a merchant, a legal entity under public law or a public special asset, Viewlicity's registered place of business shall be agreed as having exclusive jurisdiction for all disputes arising from or due to the parties' contractual relationships. Viewlicity, however, shall remain entitled to initiate court proceedings at the seat or general place of jurisdiction of the Customer.

21. SEVERABILITY CLAUSE

Should individual provisions of this Agreement be invalid or unenforceable for actual or legal reasons, without rendering the continuity of the remaining provisions unreasonable as a whole for a contractual party, this shall not affect the validity of the remaining provisions. The same shall apply in the event of a contractual gap. In lieu of the invalid or unenforceable provisions or to close any contractual gap, the parties shall agree to a provision that comes closest to fulfilling the economic purpose intended by the contractual parties.

ANNEX 1: ADDITIONAL SERVICES

Subject to a separate order, Viewlicity shall provide the following additional services:

- Customer consultation on the quality of the putting green
- Green Measurement of a newly installed or existing putting green at the Customer's facility
- Implementation of a joint marketing event by Viewlicity and the Customer
- Lease of the System Indoor and/or Outdoor for events and trade fairs
- Providing specialist lectures and trainings
- Green Consulting

ANNEX 2: AGREEMENT ON DATA PROCESSING IN ACCORDANCE WITH ARTICLE 28 GDPR

between

the Customer

and

Viewlicity

- each referred to as “**Party**” and together as “Parties” –

1. DEFINITIONS; SUBJECT MATTER OF DATA PROCESSING AGREEMENT

- 1.1 The following capitalized terms shall have the meaning set forth in the General Terms and Conditions of Viewlicity GmbH. Other defined terms (whether capitalized or not) used in this Agreement on Data Processing shall have the meanings set forth elsewhere therein.
- 1.2 According to the General Terms and Conditions of Viewlicity GmbH to which this Agreement on Data Processing is attached and the Offer („**Main Agreement**“), Viewlicity makes available Support, which may include remote web support, and the Ball Tracking Service. Viewlicity operates the Ball Tracking Service through a data processing service provider. This Agreement on Data Processing („**Data Processing Agreement**“) specifies the Parties' duties regarding data protection laws and applies to both, cases where Viewlicity is a processor within the meaning of Article 4 (8) GDPR and the Customer is a controller within the meaning of Article 4 (7) GDPR, and cases where Customer is a processor within the meaning of Article 4 (7) GDPR and Viewlicity acts as the Customer's sub-processor.
- 1.3 The Data Processing Agreement applies to all services which relate to the commissioned data processing where Viewlicity or its personnel may get in contact with Personal Data, which are provided to Viewlicity by the Customer.
- 1.4 The type of processed data and categories of data subjects, and the nature and purpose of processing of Personal Data by Viewlicity on behalf of the Customer and the categories of data subjects are defined in **Appendix 1**.

2. TECHNICAL AND ORGANIZATIONAL MEASURES

- 2.1 Viewlicity shall establish measures in accordance with Article 28 (3) c, and Article 32 GDPR in particular in conjunction with Article 5 GDPR. The measures to be taken are measures of data security and measures that guarantee an appropriate data protection level taking account of risks for confidentiality, integrity, availability and resilience of systems. The state of the art, implementation costs, the nature, scope and purposes of processing as well as the probability of occurrence and the severity of the risk for the rights and freedoms of natural persons within the meaning

of Article 32 (1) GDPR must be taken into account. The measures taken by Viewlicity are specified in **Appendix 2**.

- 2.2 The technical and organizational measures are subject to technical progress and further development. In this respect, Viewlicity may implement alternative adequate measures. However, the security level of the defined measures shall not be reduced. Substantial changes must be documented.
- 2.3 Viewlicity regularly controls the internal processes as well as the technical and organizational measures in order to ensure that the data processing which lies within its responsibility is carried out in accordance with the applicable data protection laws and to ensure the protection of the rights of the data subjects.

3. RECTIFICATION, RESTRICTION AND ERASURE OF DATA; RIGHTS OF DATA SUBJECTS

- 3.1 Viewlicity may not on its own authority modify or delete the data that is being processed on behalf of the Customer, or restrict the processing of such data, but only on documented instructions from the Customer. In the event that a data subject contacts Viewlicity directly concerning a modification or deletion of data, or restriction of processing, Viewlicity shall immediately forward the data subject's request to the Customer.
- 3.2 To the extent included in the scope of services, the data deletion policy, 'right to be forgotten', rectification, data portability and access shall be ensured by Viewlicity in accordance with documented instructions from the Customer.

4. QUALITY ASSURANCE AND OTHER DUTIES OF VIEWLICITY

- 4.1 Viewlicity entrusts only such employees with the data processing outlined in this Data Processing Agreement who have been bound to confidentiality. Unless required by law to process the data, Viewlicity shall not process the data except as on instructions from the Customer, which includes the processing allowed under this Data Processing Agreement and the Main Agreement.

- 4.2 Viewlicity shall assist the Customer in complying with the obligations concerning the security of Personal Data, reporting of data breaches, data protection impact assessments and prior consultations, as stipulated in Articles 32 through 36 GDPR. These include:
- 4.3 The obligation to report a Personal Data breach immediately to the Customer,
- 4.4 The duty to assist the Customer with regard to the Customer's obligation to provide information to the data subject and to immediately provide the Customer with all relevant information in this regard.
- 4.5 Supporting the Customer with its data protection impact assessment.
- 4.6 Supporting the Customer regarding prior consultation with the supervisory authority.

5. SUBCONTRACTING

- 5.1 Subcontracting for the purpose of this Data Processing Agreement is to be understood as services which relate directly to the provision of the principal service. This does not include ancillary services, such as telecommunication services, postal / transport services, maintenance and user support services, or the disposal of data carriers, as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing equipment. Viewlicity shall, however, be obliged to make appropriate and legally binding contractual arrangements and take appropriate inspection measures to ensure the data protection and the data security of the Customer's data, even in the case of outsourced ancillary services.
- 5.2 The Customer herewith agrees that Viewlicity may engage sub-processors, provided that Viewlicity and the sub-processor conclude an agreement according to Article 28 (4) GDPR.
- 5.3 The Customer herewith agrees that Viewlicity engages Microsoft Ireland Operations Ltd. based in Ireland ("**Microsoft Ireland**") as a sub-contractor for the collection, processing and use of data. Viewlicity may in particular use the infrastructure and platform services of the Windows Azure platform, e.g. for providing server and com-

puting capacities, data storage and database services (collectively “**Windows Azure Services**”). Viewlicity uses Windows Azure Services in accordance with Microsoft Ireland’s general terms of use and security measures.

- 5.4 Viewlicity shall notify the Customer of any intended change with respect to the addition of, or replacement by, any other processors. The Customer may object to such change for good cause by giving notice within one (1) month as of receipt of the notification of change. If the Customer does not oppose within such term, the change shall be deemed approved.

6. SUPERVISORY RIGHTS OF THE CUSTOMER

- 6.1 The Customer has the right, after consultation with Viewlicity, to carry out inspections or to have them carried out by an auditor to be designated in each individual case. The Customer has the right to convince itself in the Viewlicity’s business premises of Viewlicity’s compliance with this Data Processing Agreement by means of random checks, which are, as a rule, to be announced in good time.
- 6.2 Viewlicity shall ensure that the Customer is able to verify compliance with the obligations of Viewlicity in accordance with Article 28 GDPR. Viewlicity undertakes to give the Customer the necessary information on request and, in particular, to demonstrate the execution of the technical and organizational measures.
- 6.3 Evidence of such measures may be provided by
- a) Compliance with approved codes of conduct pursuant to Article 40 GDPR;
 - b) Certification according to an approved certification procedure in accordance with Article 42 GDPR;
 - c) Current auditor’s certificates, reports or excerpts from reports provided by independent bodies (e.g. auditor, data protection officer, IT security department, data privacy auditor, quality auditor);
 - d) A suitable certification by IT security or data protection auditing (e.g. according to BSI-Grundschutz (IT baseline protection certification developed by the German Federal Office for Security in Information Technology (BSI) or ISO/IEC 27001).
- 6.4 Viewlicity may claim remuneration for enabling Customer inspections.

7. AUTHORITY OF THE CUSTOMER TO ISSUE INSTRUCTIONS

- 7.1 The Customer shall immediately confirm oral instructions (at the minimum in text form).
- 7.2 Viewlicity shall inform the Customer immediately if Viewlicity considers that an instruction violates data protection laws. Viewlicity shall then be entitled to suspend the execution of the relevant instructions until the Customer confirms or changes them.

8. DELETION AND RETURN OF PERSONAL DATA

- 8.1 Copies or duplicates of the data shall not be created without the knowledge of the Customer, with the exception of (i) backup copies as far as they are necessary to ensure appropriate data processing, and (ii) retention of data required to meet statutory data retention laws.
- 8.2 After having completed the services owed by Viewlicity under the Main Agreement, or earlier upon request by the Customer, Viewlicity shall hand over to the Customer or – subject to prior consent – destroy all documents, processing and utilization results, and data sets related to the Main Agreement that have come into its possession, in a data-protection compliant manner. The log of the destruction or deletion shall be provided on request. Viewlicity's obligations under this Section 8.2 do not apply to the extent that Union or EU Member State law requires storage of the Personal Data.

9. TERM OF PROCESSING; TERMINATION

The duration of this Data Processing Agreement corresponds to the term of the Main Agreement and includes the term after termination of the Main Agreement until full return or deletion of the Personal Data, which have been provided by the Customer to Viewlicity in connection with the performance of the Main Agreement. This does not affect the right to terminate this Data Processing Agreement with good cause.

10. GENERAL PROVISIONS

- 10.1 This Data Processing Agreement shall be governed by and construed in accordance with German law. Place of performance and jurisdiction is Hamburg, Germany.

- 10.2 Any amendments or additions to this Data Processing Agreement, including this Section 10.2, require written form.
- 10.3 Should individual provisions of this Data Processing Agreement be invalid or unenforceable for actual or legal reasons, without rendering the continuity of the remaining provisions unreasonable as a whole for a Party, this shall not affect the validity of the remaining provisions. The same shall apply in the event of a contractual gap. In lieu of the invalid or unenforceable provisions or to close any contractual gap, the Parties shall agree to a provision that comes closest to fulfilling the economic purpose intended by the Parties.

**APPENDIX 1: NATURE AND PURPOSE OF PROCESSING OF PERSONAL DATA,
TYPE OF DATA, CATEGORIES OF DATA SUBJECTS**

Categories of data subjects	<p>In particular:</p> <ul style="list-style-type: none">▪ Users of Ball Tracking Services▪ The Customer's employees, personnel, business partners and other contacts
Type of data	<p>Contact details of users of Ball Tracking Services, in particular:</p> <ul style="list-style-type: none">▪ First name, last name, company, email address, <p>Account details of users of Ball Tracking Services, in particular:</p> <ul style="list-style-type: none">▪ Sex▪ Birthday▪ Nationality▪ Right-/lefthanded▪ Handicap▪ User type (coach/player)▪ Coach/player pairings▪ Data on the use of software and services (protocol data)▪ Version of privacy policy accepted▪ Location Data▪ Data on Hardware Setup <p>Data about the putting of users of Ball Tracking Services, in particular:</p> <ul style="list-style-type: none">▪ Information on tracked and intended putts▪ Data on the use of service (protocol data, including data on sessions and time stamps)▪ Location Data▪ Data on Hardware Setup <p>Data processed by Customer on its IT system (to the extent it is subject to remote web support)</p>
Recipients	Processor and sub-processor
Nature and purpose of processing	Making available of Ball Tracking Services; rendering IT services, in particular support services

APPENDIX 2: TECHNICAL AND ORGANIZATIONAL MEASURES

Preliminary remark: Within the scope of this Data Processing Agreement Viewlicity solely processes Personal Data for the purpose of meeting its service and support obligations under the Main Agreement. All data are processed on the Microsoft Azure platform. The technical and organizational measures undertaken by Microsoft Ireland for these services are specified in the Microsoft Online Services Terms.

The following describes the technical and organizational measures undertaken by Viewlicity.

1. Confidentiality (Article 32 (1) b GDPR)

- Access control
Technical or organizational measures for access control, in particular also for the legitimization of authorized persons: Access control system (electronic / physical keys)
- System access control
Technical and organizational measures regarding user identification and authentication: access only through dedicated interface, password procedure, encryption of data transfer, Mac-Adress-Filter, Demand-oriented design of the authorization concept and access rights: Differentiated access authorizations
- Separation control
Measures for the separate processing (storage, modification, deletion, transfer) of data for different purposes: Separation of operational data and data for development purposes, separate processing of data for artificial intelligence, user trainings and marketing

2. Integrity (Article 32 (1) b GDPR)

- Transfer control
Measures during transport, transfer and transmission or storage on data carriers (manual or electronic) as well as during subsequent verification:
Encryption
- Input control
Measures for retrospectively examining whether and by whom data have been entered, modified or removed (deleted): Logging and protocol evaluation systems

3. Availability and resilience (Article 32 (1) b GDPR)

- Availability control
Measures for data backup (physical / logical):
Azure Backup procedures virus protection / firewall
- Timely restorability (Article 32 (1) c GDPR)
Backup procedures

4. Procedures for regular testing, assessing and evaluating (Article 32 (1) d GDPR; Article 25 (1) GDPR)

- Data protection management
- Incident response management
- Data protection friendly default settings (Article 25 (2) GDPR)
Automated notifications of any malfunctions
- Job control
Clear contract design, formalized order management, strict selection of service provider