



This Data Processing Addendum (“**DPA**”), as set forth on Academy’s vendor site located vendor.academy.com the “**Site**”), forms part of the Agreement and/or applicable terms between the **Vendor** (as identified in the Purchase Order) and Academy, Ltd., d/b/a Academy Sports + Outdoors (“**Academy**”) that govern the purchase of Services pursuant to each Purchase Order (“**Agreement**”). This DPA governs the Parties’ responsibilities with regard to the Processing of Personal Data by Vendor for Academy in connection with the provision of the Services under the Agreement. Academy and Vendor are hereunder jointly referred to as the “**Parties**,” and each separately as a “**Party**.” In the event of a conflict between this DPA and other parts of the Agreement, this DPA shall control and take precedence.

1. DEFINITIONS

For the purposes of this DPA, the following capitalized words are ascribed the following meanings. All capitalized terms not defined in this DPA shall have the meaning ascribed to them in the Agreement.

1.1 “**Agreement**” has the meaning ascribed to it above.

1.2 “**CCPA**” means the California Consumer Privacy Act 2018, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations, as amended, superseded, or replaced from time to time.

1.3 “**Collected Data**” means electronic data and information submitted, imported, transferred, stored, collected, or processed, by or on behalf of Academy, in connection with the provision of the Service, and includes any inferences or profiles created via the Service in connection with the foregoing. Collected Data does include Personal Information therein but does not include User Account Information.

1.4 “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

1.5 “**Data Subject**” or “**Consumer**” means the identified or identifiable person to whom Personal Data relates.

1.6 “**Data Subject Request**” has the meaning ascribed to it under Clause 4.2.

1.7 “**Data Protection Legislation**” means all laws and regulations, as applicable, relating to the protection of personal data and privacy of individuals (as amended, superseded or replaced from time to time), including without limitation the CCPA, the GDPR, the European Directive 2002/58/EC (as amended by Directive 2009/136/EC) and implementing national legislation, the Personal Information Protection and Electronic Documents Act of Canada and the Act on the Protection of Personal Information of Japan, Virginia Consumer Data Protection Act, Va. Code Ann. § 59.1-571 et seq., Colorado Privacy Act, C.R.S. § 6-1-1301 et seq., the Connecticut Public Act No. 22-15, Utah Consumer Privacy Act, Ut. Code Ann. § 13-61-101 et seq., the Delaware Personal Data Privacy Act; the Iowa Act Relating to Consumer Data Protection; the New Hampshire Consumer Data Privacy Act, New Jersey (SB255) the Montana Consumer Data Protection Act; the Oregon Consumer Privacy Act; the Texas Data Privacy and Security Act.; the Tennessee Information Protection Act] for the collection, transmission, processing, storage, protection and disclosure of applicable Confidential Information; in each case, and any applicable successor provisions. For the avoidance of doubt, the inclusion of any state or country law should not be deemed to indicate whether such law applies to Academy.

1.8 “**Documented Instructions**” has the meaning ascribed to it under Clause 3.2.

1.9 “**Personal Information**” means any information in the Collected Data (a) that identifies or can be used to identify, contact or precisely locate the person to whom such information pertains; (b) from which identification or contact information of an individual person can be derived; or (c) that is identified as “personal information” (or similar term) as otherwise may be defined by Data Protection Legislation. Personal Information includes, without limitation: name, address, phone number, fax number and email address. For the avoidance of doubt and without limitation, precise location, biometric information, unique identifiers, and IP addresses are Personal Information. Hashed, encrypted, or encoded Personal Information is also Personal Information if at the time of a data breach, the Personal Information is unencrypted.

1.10 “**Personal Data Breach**” means any actual unauthorized alteration, disclosure or loss of, or inability to access or account for or recover, or any incident relating to unauthorized access to, use, disclosure, modification, processing, destruction, or acquisition of, any Personal Information on the Service. This definition includes an event that is under investigation or evaluation without final determination of the event’s root cause or nature (e.g., malicious, suspicious or benign) but where Vendor has



determined that the Personal Information that is breached belongs to Academy.

- 1.11 **"Processing"** means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.12 **"Processor"** means the entity which Processes Personal Information on behalf of a Controller.
- 1.13 "Profiling" means any form of automated processing performed on Personal Data to evaluate, analyze, or predict personal aspects related to an identified or identifiable natural person's economic situation, health, personal preferences, interests, reliability, behavior, location, or movements.
- 1.14 **"SOC 2 Report"** means Service Organization Control 2 (SOC 2) Type II attestation on controls at a service organization relevant to the trust services criteria in security, availability, and confidentiality.
- 1.15 "Sensitive Data" means a category of personal data that includes: (a) Personal Data revealing racial or ethnic origin, religious beliefs, mental or physical health diagnosis, sexual orientation, or citizenship or immigration status; (b) The Processing of genetic or biometric data for the purpose of uniquely identifying a natural person; (c) The Personal Data collected from a known child; or (d) Precise geolocation data.
- 1.16 **"Service"** means the cumulative service offering provided by Vendor under the Agreement.
- 1.17 **"Sub-processor"** means a third-party Vendor or a Vendor Data Subsidiary engages for the Processing of Personal Information on behalf of Academy.
- 1.18 **"Supervisory Authority"** means an independent public authority charged with overseeing the compliance with Data Protection Legislation.
- 1.19 **"User Account Information"** means the Academy user's full legal name, email address, and any other information requested during the account signup process.
- 1.20 **"Vendor Data Subsidiary"** means any company the majority of whose voting shares is now or hereafter owned or controlled, directly or indirectly, by Vendor. A company shall be a Vendor Data Subsidiary only for the period during which such control exists.

2 ROLES OF THE PARTIES

- 2.1 Each Party shall, in its performance under the Agreement, Process Personal Information at all times in accordance with the requirements of the applicable Data Protection Legislation and any other laws and regulations applicable to such Party and in accordance with the Agreement.
- 2.2 As between Academy and Vendor, Academy has sole responsibility for the accuracy, quality and legality of Personal Information and the means by which Personal Information were acquired.
- 2.3 Academy represents and warrants to Vendor that: (a) it is the Controller of the Personal Information; (b) If Academy is not the only Controller of the Personal Information, any third party who is a Controller of the Personal Information agrees to the Processing by Vendor of the Personal Information pursuant to the Agreement and the Documented Instructions provided to Vendor pursuant to the Agreement.
- 2.4 Academy acts as a single point of contact and is responsible for obtaining any relevant authorizations, consents and permissions for the Processing of Personal Information in accordance with the Agreement. Where authorizations, consent, instructions or permissions are provided by Academy, these are provided not only on behalf of Academy but also on behalf of all relevant Controllers of the Personal Information. Where Vendor informs or gives notice to Academy, it is Academy's responsibility to forward such information and notices to any relevant Controller(s) (as applicable) without undue delay.

3 ACADEMY'S INSTRUCTIONS AND CONFIDENTIALITY

- 3.1 The subject matter of Processing of Personal Information by Vendor in the performance of the Service pursuant to the Agreement, the duration, the nature and purpose of such Processing, the types of Personal Information Processed under the



Agreement and relevant categories of Data Subjects are specified in **Schedule 1** to this DPA.

3.2 The Parties agree that this DPA and the Agreement and the instructions provided via configuration or other tools made available by Vendor under the Agreement (such as APIs or SDKs) constitute Academy's documented instructions regarding Vendor's Processing of Personal Information under the Agreement ("**Documented Instructions**"). The Documented Instructions shall comply with applicable Data Protection Legislation and any other laws and regulations applicable to Academy.

3.3 If, in Vendor's opinion, any Documented Instruction infringes Data Protection Legislation, Vendor will immediately inform Academy. For the avoidance of doubt, this **Clause 3.3** does not imply an obligation on Vendor to conduct any legal review of any Documented Instruction and any communication or information provided by Vendor to Academy pursuant to this **Clause 3.3** is not and shall not be deemed to be legal advice.

3.4 Vendor shall process Personal Information solely in accordance with the Documented Instructions, unless otherwise required by law. In such a case, Vendor shall inform Academy of such legal requirement before Processing, unless the law prohibits such disclosure.

3.5 Any instruction related to the Processing of Personal Information additional to the Documented Instructions requires prior written agreement between the Parties, including agreement on any additional fees payable by Academy to Vendor for carrying out such instruction. Once agreed, any such additional instruction is deemed as a Documented Instruction under this DPA.

3.6 Vendor shall not disclose Personal Information to any third party except as permitted under the Agreement or as necessary to comply with the law or a valid and binding order of a governmental body. If Vendor is required to disclose Personal Information to a governmental body, then Vendor will use commercially reasonable efforts to give Academy notice of the demand to allow Academy to seek a protective order or other appropriate remedy unless Vendor is legally prohibited from doing so. If the Standard Contractual Clauses apply, nothing in this **Clause 3.6** varies or modifies the Standard Contractual Clauses.

3.7 Vendor shall ensure that persons it authorizes to process Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4 OBLIGATIONS TO ASSIST

4.1 Vendor shall provide Academy with reasonable cooperation and assistance with meeting Academy's Data Protection Legislation compliance obligations and upon Academy's request, make available to Academy all information in Vendor's possession necessary to demonstrate Academy's compliance with the obligations under applicable Data Protection Legislation, including but not limited to responding to requests from Data Subjects to exercise the Data Subject's right(s) granted under the applicable Data Protection Legislation ("**Data Subject Request**"), taking into account the nature of Vendor's Processing and the information available to Vendor.

4.2 Upon Academy's request, Vendor shall provide Academy with reasonable cooperation and assistance needed to fulfill Academy's obligation under applicable Data Protection Legislation to carry out a data protection impact assessment related to Academy's use of the Service, to the extent Academy does not otherwise have access to the relevant information and to the extent such information is available to Vendor. Vendor shall provide reasonable assistance to Academy in relation to prior consultation with the competent Supervisory Authority in the performance of its tasks relating to this **Clause 4.1**, to the extent required under applicable Data Protection Legislation.

4.3 Vendor shall provide Academy with reasonable cooperation and assistance in responding to requests from Data Subjects to exercise the Data Subject's right(s) granted under the applicable Data Protection Legislation ("Data Subject Request"), taking into account the nature of Vendor's Processing and the information available to Vendor. Vendor shall, to the extent legally permitted, promptly, but not later than three (3) working days, notify Academy if Vendor receives a Data Subject Request. To the extent Academy, in its use of the Service, does not have the ability to address a Data Subject Request, Vendor shall upon Academy's request provide commercially reasonable efforts to assist Academy in responding to such Data Subject Request, to the extent Vendor is legally permitted to do so.

4.4 Vendor shall provide assistance to Academy in relation to data security and Personal Data Breaches in accordance with **Clause 5** below.

4.5 **Vendor** must ensure that its subcontractors are obligated to cooperate and provide information as necessary for Vendor



to fully and timely comply with the provisions of this **Clause 4**.

5 DATA SECURITY AND DATA BREACHES

5.1 Vendor agrees as follows:

5.1.1 **No Malicious Codes.** The Service will not contain, nor Vendor will otherwise introduce into any Academy system, any malicious code, commands, instructions, programs or other internal components (e.g., a computer "virus," computer "worm," computer "time bomb," "Trojan horse," "back door," ransomware, or malware) or any blended or convergent combination thereof.

5.1.2 **No Disabling Items.** The Service will not contain, nor will Vendor otherwise introduce into any Academy system, any code, device, criteria, mechanism or function which may be used to illegally restrict, disable, damage, destroy or otherwise shut down, or alter the functionality of, specifications for, or access to, all or any portion of the Service, or Academy systems. Such unauthorized activity includes any computer code, programs or programming devices that are designed to disrupt, modify, delete, deactivate, harm or otherwise impede any portion of the Service or Academy systems in any manner, including aesthetic disruptions or distortions. This Section does not forbid actions that Vendor is entitled to take to enforce its rights under this Agreement or to comply with applicable law.

5.1.3 **No Foreign Government Review or Access to Code.** The Service does not contain or include any product, service, or system relating to information or operational technology, cybersecurity, or computer antivirus where Vendor (or any of its affiliates or agents) has allowed a foreign government to review or access the code for such item or where Vendor (or any affiliate or agent) is under any obligation to do so as a condition of entering into an agreement for sale or other transaction with a foreign government or with a foreign person on behalf of such a government.

5.2 Vendor has implemented and will maintain appropriate technical and organizational measures ("**Security Measures**") intended to protect Personal Information Processed under the Agreement against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction. Vendor shall maintain and require all third parties to whom it discloses Personal Information to maintain, capabilities to determine what Personal Information was or could have been accessed and by whom, and to construct a timeline of user activity, determine methods and techniques used to access Personal Information, and identify the initial attack vector.

5.3 Academy agrees that Vendor may modify at any time at its discretion the Security Measures, provided that Vendor does not decrease the overall security of the Service during the term of the Agreement and continues to comply with this Clause 5.1. From time to time the most up to date description of the Security Measures will be communicated to Academy in writing.

5.4 If there is a Personal Data Breach, or if Vendor suspects there is Personal Data Breach, Vendor will promptly, at Vendor's own expense: (a) notify Academy in writing within twenty-four (24) hours of discovery of such Personal Data Breach or such shorter period as required by Data Protection Legislation; (b) take all such actions as may be necessary or reasonably requested by Academy to minimize, contain, and remediate the problem, including, but not limited to taking any and all action necessary to comply with applicable Data Protection Legislation; and (c) cooperate in all reasonable respects with Academy to minimize the problem, to notify affected individuals, and to minimize any resulting damage. Such notification to Academy shall include, at a minimum and to the extent known following a reasonable inquiry carried out in accordance with Vendor's incident response procedures, all information on (i) the extent and nature of the Personal Data Breach, including the categories and volume of affected Personal Information and the systems involved, (ii) the estimated risks and likely consequences of the Personal Data Breach to each Party, and (iii) the investigative, corrective, and remedial actions taken, planned, or proposed to prevent, contain, mitigate, and remediate the Personal Data Breach. Vendor shall reimburse Academy for all actual costs incurred by Academy in responding to, and mitigating damages caused by, any Personal Data Breach, including but not limited to all attorneys' fees, costs of mailing notification letters and establishing a call center, credit monitoring or identity theft protection services that Academy in its sole discretion deems necessary to protect such affected individuals, and/or remediation. Vendor agrees that it shall not inform any third party of any Personal Data Breach without first obtaining Academy's prior written consent, other than to inform a complainant that the matter has been forwarded to Academy's legal counsel. Further, Vendor agrees that Academy shall have the sole right to determine: (i) whether notice of the Personal Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in Academy's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

6 SUB-PROCESSORS



6.1 Vendor is entitled to use Sub-processors for the purpose of providing the Service under the Agreement. Vendor provides information about its Sub-processors on its website (“**Website**”) or otherwise in writing to Academy. Academy accepts Vendor's use of Sub-processors as they are listed on its website at the time of entering into the Agreement and those authorized by Academy pursuant to this **Clause 6**. Vendor is entitled to reduce the number of Sub-processors without separate notice.

6.2 When adding a new Sub-processor, Vendor shall inform Academy in writing about the proposed engagement of the new Sub-processor at least 30 days before the new Sub-processor Processes Personal Information under the Agreement.

o Academy may object to Vendor's use of a new Sub-processor by notifying Vendor promptly in writing at Website within 14 days following notice of the new Sub-processor by Vendor given pursuant to **Clause 6.2**. If Academy objects to a new Sub-Processor pursuant to this **Clause 6.3**, Vendor may make available to Academy a change in the Service or recommend a commercially reasonable change to Academy's configuration or use of the Service to avoid Processing of Personal Information by the new Sub-processor without unreasonably burdening Academy. If Vendor confirms to Academy that Vendor is unable to make available such change, Academy may terminate, within 14 days of receiving such confirmation, only that part of the Service which cannot be provided without the use of the new Sub-processor by providing written notice to Vendor.

6.3 In the event Academy terminates the Service pursuant to **Clause 6.3**, Vendor will refund Academy any prepaid fees covering the remainder of the term of Service following the effective date of termination with respect to such terminated Service without any further liability to Academy in respect of such termination.

6.5 If Academy does not object to the addition of a new Sub-Processor pursuant to **Clause 6.3** or if, following any such objection, Academy does not terminate the Agreement pursuant to **Clause 6.3**, then Academy shall be deemed to have authorized Vendor to use the new Sub-processor.

6.6 Vendor shall ensure that each person Processing Personal Information including its Sub-processors are subject to equivalent requirements regarding confidentiality and data protection as set out in this DPA with respect to the protection of Personal Information to the extent applicable to the nature of the services provided by such Sub-processors. Vendor remains responsible towards Academy for Vendor's Sub- processors' acts and omissions pursuant to the Agreement.

Vendor agrees that any subcontractor shall be engaged pursuant to a written contract in accordance with applicable Data Protection Legislation that requires the subcontractor to meet the same obligations as those imposed on Vendor with respect to the Personal Data.

7. AUDITS

7.1 Upon Academy's written request at reasonable intervals considering the circumstances, Vendor will make available to Academy such necessary information in Vendor's possession and control as Academy may reasonably request, with a view at demonstrating Vendor's compliance with the obligations of a Processor/service provider under the Data Protection Legislation in relation to Vendor's processing of Personal Information under this DPA.

7.2 Academy agrees to exercise any right it might have under applicable Data Protection Legislation to conduct an audit or an inspection by submitting a written request for information to Vendor, in which case Vendor may provide an audit report prepared by a respected third party which is not older than 12 months, that satisfies such request, so that Academy can reasonably verify Vendor's compliance with its obligations in relation to its Processing of Personal Information under this DPA.

a. Vendor shall allow, and cooperate with, reasonable assessments by the Academy or the Academy's designated assessor; alternatively, Vendor may arrange for a qualified and independent assessor to conduct an assessment of the processor's policies and technical and organizational measures in support of the obligations under applicable Data Protection Legislation using an appropriate and accepted control standard or framework and assessment procedure for such assessments. Vendor shall provide a report of such assessment to Academy upon request.

Any information or audit report shared in accordance with this **Clause 7** shall be Vendor's Confidential Information.

8. TERM OF THE DPA AND CONSEQUENCES OF TERMINATION

8.1 This DPA shall continue in force until expiration or termination of the Agreement. **Clauses 1, 2, 3.7, 8, 9** (if applicable), **10, and 11** shall survive termination of this DPA. However, all of the Clauses governing the Processing of Personal Information shall survive so long as Personal Information remains in Vendor's possession or control.

8.2 Vendor shall, at Academy's choice, return or delete all Personal Information in its possession within 30 days from termination or expiration of the Agreement (“**Post-Termination Period**”), unless otherwise required by law. Where Academy elects to have Personal Information returned to it pursuant to this **Clause 8.2**, Vendor may fulfill its obligation under this **Clause 8.2** by



granting Academy, at Academy's cost and expense, access to Personal Information stored in the Service during the Post-Termination Period (or any other period as it may be agreed by the Parties in writing ("**Extended Post-termination Period**")) so as to allow Academy to extract a copy of the Personal Information. Where Personal Information are not deleted by Academy, Vendor shall securely delete Personal Information in its possession using industry standard means within the end of the Post-Termination Period or within 30 days from the expiration of the Extended Termination Period, unless otherwise required by law.

9. **CCPA COMPLIANCE**

9.1 In addition to the foregoing clauses, this **Clause 9** applies **if** Academy is subject to the CCPA.

9.2 Vendor acts as Academy's service provider and will Process CCPA Personal Information on behalf of Academy and will not collect, retain, use, or disclose that CCPA Personal Information for any purpose other than for the business purpose set out in this DPA and as permitted under the CCPA but solely on behalf of Academy and for the specific purpose of performing the Service for Academy. In no event will Vendor sell any CCPA Personal Information.

9.3 To the extent CCPA applies, Academy shall comply with the CCPA in its use of the Service and Vendor shall comply with the CCPA in its operation as a service provider including, without limitation, by complying with consumer requests in the manner then required by the CCPA.

9.4 In this **Clause 10**: (a) "CCPA Personal Information" means Personal Information that is "personal information" under the CCPA; and (b) the terms "business purpose", "sell" and "service provider" have the meanings given to them in the CCPA.

13. **MISCELLANEOUS**

11.1 Each Party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations and exclusions of liability set out in the Agreement, to the extent provided otherwise by applicable law.

11.1 If any state or country where the Service is to be rendered hereunder has or enacts a data protection-related law (including any subsequent amendment thereto) that requires the execution of a data processing agreement, then Vendor shall, upon Academy's request, execute, and cause any subcontractors that have been appointed by Vendor (to the extent that such performance by such subcontractor involves the processing of Personal Information or personal data on Vendor's behalf as part of Vendor's obligations under the Agreement) to execute, such data processing agreement promptly on such terms and conditions consistent with Vendor's obligations herein.

11.2 In the event of a conflict between the provisions of this DPA and those of the Agreement in respect of the subject matter of this DPA, the provisions of this DPA prevail.



SCHEDULE 1

DETAILS OF THE PROCESSING ACTIVITIES

Subject matter of the Processing:	Provision of the Service to Academy.
Duration of the Processing:	Subject to Clause 8.2 , Vendor Processes Personal Information for as long as is necessary for the provision of the Service to Academy.
Nature and purpose of Processing:	Vendor Processes Personal Information as necessary to perform the Service pursuant to the Agreement, and as it may be further specified in any technical documentation made available to Academy or further instructed by Academy pursuant to the Agreement in its use of the Service.
Types of Personal Information:	Personal Information may include but are not limited to: first and last name, job title, contact information (email, phone, business and/or home address), online unique identifiers, location data, browsing history, information about personal interests.