

Firstbeat Sports - End User License Agreement ("EULA")

IMPORTANT: Recitals,

Whereas; Each Firstbeat Sports software program (hereinafter "Software") provided by any affiliate or dealer of Firstbeat Technologies Oy (hereinafter "Firstbeat") to its customer (hereinafter "Customer" or "Team"), either via Internet from the server of Firstbeat or from locally installed Software, is a proprietary product of Firstbeat and is protected by this Agreement, copyright laws and international treaties. Copyright laws prohibit making additional copies of the software for any reason other than installing into devices to be used according to this EULA. The Customer or You may not copy, duplicate or transmit in any manner the written materials accompanying the licensed Software (hereinafter "Documentation"), including but not limited to data sheets, user manuals or Firstbeat's Privacy Policy; and

Whereas; The Software is a tool for professional heartbeat analysis, developed to assist coaches and fitness instructors for showing heart rate derived information for groups of Athletes in real time for motivational and teaching purposes; and

Whereas; By installing or using the Software via Internet or local installation you as a representative of the Customer (hereinafter "You") indicate that You accept, understand and agree to be bound by the terms and conditions of this EULA, and that the Customer has authorized You to have access to the Software as its representative. If You do not agree to all of the terms and conditions contained herein, please uninstall and return the Software and all possible copies thereof to the distributor from whom the Software product has been obtained or delete the Software and all copies in Your possession so that future access to and use of the Software cannot occur. The terms and conditions of this EULA together with the written or electronic agreement executed for the license constitute the End User License Agreement (hereinafter "Agreement" or "EULA") between You and Firstbeat.

Now therefore You and Firstbeat agree as follows:

1. Firstbeat grants to You a restricted, non-exclusive and non-transferable license to access and to use the Software during the term of right to use the Software (which depends on license type acquired by Customer) when acting as an Athlete or as Coach on behalf of Athletes who have granted You valid permissions and consents for data processing.
2. You shall not:
 - a) acquire any other rights for Software or distribute, rent, lease, loan, sublicense, duplicate or resell the Software or accompanying Documentation or any part thereof or any access rights thereof nor the license or any copy of it; or reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Software, or the Software's structural framework;
 - b) to use the Software in whole or in part for any purposes except as expressly set forth herein as being permissible for the Customer pursuant to the Agreement;
 - c) modify, enhance or in any other manner change the Software or accompanying Documentation;
 - d) remove, obliterate or otherwise alter the Firstbeat's or third parties' proprietary rights notices;
 - e) assign or transfer any of its rights and obligations to the Software arising from the Agreement or any User IDs or corresponding information to any third party without the prior written consent of Firstbeat.
3. You are aware that when You install and use the Software on a particular device, such as for example a laptop computer or a cellular telephone, personal data of Athletes may be saved in the

device and You are responsible for the privacy and security of the device and such information, which may require You to remove the data after it is no longer needed. You agree to keep Your personal User ID confidential. If You are allowed with Your User ID to create new User IDs for Coaches or Athletes, You do so at Your sole risk and liability and ensure that all such Coaches, Athletes and any other users study and accept the applicable terms.

4. You are aware of the Firstbeat Sports Privacy Policy ("Privacy Policy") available at Firstbeat website: <https://www.firstbeat.com/en/privacy/>. This document contains important information to You regarding Your and Your Athletes' personal data processing and their rights as data subjects and, when required by law or other applicable policies, You will ensure the data subjects/participants are informed of their rights related to processing of personal data and You have the consent of all data subjects/participants to process the data as described in the Privacy Policy or for Your Team's possible other purposes. It is Your responsibility to ensure that Your use of the Software is consistent with applicable law. You ensure that You have legal justification for handling personal data and You have acquired all necessary and legally required consents for processing the data and to transfer the data to the server of Firstbeat, unless the data is totally anonymous and cannot be identified or traced to any individuals (and is not subject to personal data legislation or other data protection legislation). This type of anonymous use may mean, for instance, referring to the Athletes by nicknames, numbers or other non-traceable terms.

5. Firstbeat retains the right to use or create anonymous copies of certain data for statistical and scientific research such as for determining average reference values, as described in the Privacy Policy. For avoidance of doubt, any anonymous data shall contain solely statistical information (such as age and gender) and measurement results.

6. Assessments and data created by the Software may, based upon misuse, unstable conditions, or other factors, create inaccurate, faulty or unreliable results. Firstbeat makes no warranty that the Software is fit for the intended purpose. Firstbeat is not liable for any costs and damages incurred as a consequence of use of the Software or its data. You shall indemnify and hold Firstbeat and its parent, subsidiaries, affiliates, officers, directors, employees, licensors, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with Your use of the Software, breach of this Agreement, or any and all claims by third parties.

7. The Software has not been tested in all operating environments or with all applications under which it may be used by You. In no event, including but not limited to product liability claims and intellectual property infringements, shall Firstbeat be liable for any indirect, special or consequential damages resulting from Firstbeat's or its affiliate's or dealer's Software's performance, services provided, failure to perform hereunder or the performance or use of any software or services sold pursuant hereto. In no event shall the amount of Firstbeat's liability exceed fifteen (15%) per cent of the amount payable by the customer to Firstbeat or its affiliate or dealer during the twelve (12) month period prior to the first occurrence of the claimed damages. In the event Athletes or other parties present any claims against You concerning data/results or regarding Your use or processing of their personal data, You are liable for such claims and hold Firstbeat harmless from such claims.

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9. You may not use or otherwise export or re-export the Software in countries which are embargoed or otherwise illegal for such use by the laws of Finland or other applicable laws. You also agree that You will not use the Software for any purposes prohibited by applicable local or Finnish laws or regulations.

10. This document has been updated 4.1.2019. The current version of this document is available at <https://www.firstbeat.com/en/firstbeat-sports-monitor-eula/>.