

# FIRSTBEAT LIFE CORPORATE CUSTOMER AGREEMENT TERMS

Version 24.11.2021

## 1. FIRSTBEAT LIFE SERVICE

This document contains terms applied to an Agreement between Firstbeat and its Customer (as defined in the Order or offer), consisting of an Order or Orders and/or accepted offer, these terms and other documents as described here.

Firstbeat Life Service ("Service") is a standard form service, developed and owned by Firstbeat Technologies Oy or, if specified in the Agreement, its specific affiliate ("Firstbeat") in a form described in at any time current Firstbeat Life Service and Feature Description ("Service Description") and General Terms. Definitions described in the General Terms shall apply to this document and Service Description, unless otherwise stated.

Firstbeat Life consists of following parts ordered by Customer as further described in the Service Description:

- Devices and Electrodes, which are used by the End-User to monitor their wellbeing;
- Personal Subscription for the Service for each End-User, with agreed Subscription Periods. The chosen Subscription type determines when the Subscription begins and renews or ends, as detailed in the Service Description, order, Offer or Firstbeat Life Admin at the time of ordering the Subscription.
- Customer is entitled to receive Customer and group level measurement data reports periodically.
- Customer's Admin Users' access to the Firstbeat Life Admin, with which the Customer gets information about activated Accounts, Subscriptions and services, which are basis for invoicing, and can manage Subscriptions and services. This functionality is provided in an alternate way such as personal contact with Firstbeat until the availability of the Firstbeat Life Admin

Customer will designate Admin Users, who have access to anonymous Customer Data reports as further described in the Service Description and General Terms and who may administer and supervise the use of the Service within the Customer's organization and make additional purchases on behalf of the Customer.

Customer is entitled to order Devices and assign (grant) Subscriptions to End-Users selected by Customer, as further described in General Terms, Service Description and End User Terms. As a prerequisite for using Firstbeat Life by End-User is that End-User:

- has a valid Subscription granted to their Account
- has installed the App to a compatible mobile device and accepted the EULA (End User License Agreement)
- has a Device
- has registered a personal Account
- has accepted the End User Terms and given consent to process their personal data pursuant to Firstbeat's applicable privacy policy

## 2. SERVICE SUBSCRIPTIONS

The chosen Subscription type determines when the Subscriptions begin and renew or end, as detailed in the Service Description, Order, offer or Firstbeat Life Admin at the time of ordering the Subscription. Depending on the Subscription type, the Subscription may begin for example at the time of purchase or granting the Subscription to End-User or when the End-User activates the Subscription or at a predefined begin date. Subscriptions are ordered from Firstbeat according to Firstbeat's instructions valid at the time of the order.

Unless otherwise agreed, Subscriptions are invoiced upon Firstbeat's discretion immediately upon purchase or at latest after the end of the calendar month when the Subscription has started, and subsequently immediately or after the calendar month when each subsequent Subscription Period automatically begins.

All pricing is based on the prices valid on the date the purchased or automatically renewed Subscription Period begins or, for products other than Subscriptions, the date of the purchase.

The Customer needs to order Starter Packages for the new End-Users or otherwise ensure they have a personal Device from Firstbeat, to be able to use any Subscription.

Not granted or activated Subscriptions will not be refunded or otherwise compensated. Customer is entitled to terminate each Subscription or the Agreement according to the Agreement terms (see section 6). If an End-User's Subscription is terminated and the Customer later orders a new Subscription for the same End-User, it begins with a new Subscription Period.

After the end of all Subscriptions the Customer maintains access to Firstbeat Life Admin until the Agreement is terminated, but is not entitled to technical support, as further set forth in Service Description.

If any End-User (e.g. employee) leaves the Customer organization, or the Customer wants to remove the End-User from the measurement group for another reason in order to have correct statistical information about the group, the Customer should terminate the End-User subscription with immediate effect by informing Firstbeat in due time within the termination notice period. End-User's data cannot be removed from already created anonymized corporate or group reports.

### **3. DELIVERY OF THE DEVICES, ELECTRODES AND MEASUREMENT**

Firstbeat delivers the agreed number of Devices and Electrodes to the address of the Customer or directly to each End-User when ordered by Customer, depending on the agreed delivery method. The delivery or possession of Devices and Electrodes is a pre-requisite for using the Subscription.

The Customer shall start the Firstbeat Life service for particular participating End-Users by transferring their email addresses to Firstbeat in the Service or otherwise, so that Firstbeat may send them an invitation and use such addresses as identifiers for managing the Subscriptions. Alternatively, the Customer may direct the End-Users to a webform or application where the End-Users may themselves fill-in their email addresses and confirm their willingness to use the service. The Customer shall be liable for the legitimacy to transfer the End-Users' email addresses for the performance of this agreement, as further described in the General Terms.

Subsequently, Firstbeat provides the Service to the End-User as further described in the Service Description.

The Customer acknowledges and agrees that Firstbeat is not liable and has no control for the following, and it is upon the Customer's and End-User's responsibility to ensure that the End-Users shall: a) order or otherwise possess a personal Device, b) activate their subscription, c) ensure the proper use of the measurement device and App in accordance with the Firstbeat instructions and Service Description.

Firstbeat will own the measurement Devices but grants to Customer and the End-Users designated by the Customer a limited right to use the Devices under this Agreement. If End-User cannot use the measurement Device, Customer must notify Firstbeat within 30 days from the date of the activation of the Subscription, in which case Customer has the right to transfer the right to that Subscription to another End-User following Firstbeat's instructions. Using the Subscription requires that the new End-User possesses a personal Device. Firstbeat reserves the right to shorten the new End-User's Subscription period so that the remaining Subscription time for the new End-User is counted from the beginning of the first End-User's Subscription.

Unless otherwise agreed, the Customer purchases the necessary number of Starter Packages, which can be delivered upon order within the agreed validity period of Starter Packages. Unused Starter Packages will lapse and will not be refunded. Unless otherwise agreed, the Starter Package consists of the Device, Electrodes, and their delivery, as described in more detail in the Service Description.

In the event of lost Devices, or Device returns not covered by warranty, upon Customer's decision, either the cost of the new Device will be charged according to Firstbeat's then current price list, or End-User will not receive a new Device.

Unless otherwise agreed, the packaging and shipment costs of the Devices and Electrodes are included in the Subscription and Starter Package only to the EU countries or United Kingdom, excluding any EU special territories. Delivery to other countries must be agreed in advance and may include separately agreed extra costs.

In the event the End-User receives the Device to a delivery location such as the post office and it is returned to Firstbeat because the End-User has not retrieved the Device in time, or because the End-User or Customer have provided an invalid address, the End-User or Customer must contact Firstbeat to request re-sending the Device. Upon the request, Firstbeat will contact Customer and, upon Customer's decision, either the cost for re-sending will be charged or End-User will not receive the Device. In any case the Subscription or Starter Package will not be refunded.

In the event that the Device has a technical fault not caused by the violation of the warranty rules, and the End-User has an active Subscription, the End-User should report this immediately to Firstbeat Support. In case the fault cannot be solved over remote consultation and provided that the End-User has been in compliance with the obligations of the warranty rules (even though Firstbeat owns the Device), the Device will be replaced by a new or the same or another repaired Device, and delivered to Customer's original delivery address without costs to Customer as a sole remedy without extra charge to the Customer. Firstbeat will own the replacement Device and the replaced, defected Device. The End-User may, upon confirmation from Firstbeat, dispose of the Device following local electronic waste related regulations, if Firstbeat does not request the Device to be returned. End-User may not sell or otherwise use the replaced Device.

Upon Firstbeat's request, Customer sends the defected Device to Firstbeat at Firstbeat's cost following Firstbeat's instructions. The Subscription Period remains as it is in such cases.

Each End-User is delivered a package of Electrodes with the Starter Package. As necessary, Firstbeat provides additional Electrodes for the End-User as part of the subscription fee to make measurements. The Electrodes are delivered upon request and they may be used for the Service only. The End-User receives one right to order 30 Electrodes every 3 months starting from the beginning of the 4th month of the Subscription, as part of the subscription fee. Each right to order Electrodes lapses 12 months after receiving it, or after the end of the Subscription, whichever occurs first.

If necessary, additional Electrodes can be ordered from Firstbeat according to then current price list. Each package of Electrodes must be used within a specified time after opening the package. Measurement quality cannot be guaranteed if old Electrodes are used. Electrode expiry time is specified in detail in the user instructions and the package size is subject to change.

Firstbeat will provide instructions to the process of ordering more Electrodes. In cases where Electrodes are included in subscription fees, unless otherwise agreed and if the End-Users or Customer don't have functionality to order Electrodes themselves, the Customer may contact Firstbeat maximum every 3 months to order more such Electrodes. Orders for Electrodes which are not included in Subscription fees are invoiced as separate purchases upon Customer confirmation. The Electrodes may be delivered to Customer, who will deliver them to End-Users, unless otherwise agreed between Firstbeat and the Customer. Firstbeat may alternatively, at its discretion, provide the End-User a functionality in the Service to order such Electrodes which are included in the fees and deliver them directly to the End-User's address.

#### **4. PAYMENT TERMS AND SUPPORT**

Firstbeat Life service will be charged according to the offer or price visible when making Orders and in accordance with the General Terms.

Technical Support information and contact details are available in our website: <https://www.firstbeat.com/en/support/>.

## 5. PERSONAL INFORMATION

Firstbeat acts as the Controller, as defined in the GDPR, of any personal data processed, in order to produce the Service directly to End-Users, as described in more detail in the General Terms. Firstbeat does not process any personal data on behalf of the Customer as data processor. Firstbeat may give limited subscription status related personal information to Customer (Admin User or another Customer representative), which is a transfer from a Controller to Controller. Proper performance of Firstbeat Life Service requires that the email addresses of the End-Users and other contact information are transferred to Firstbeat, which is a transfer from a Controller to Controller.

Firstbeat is responsible for compliance of legislation applicable to Firstbeat in Firstbeat's processing of the personal data.

## 6. TERM OF THE AGREEMENT

By this Agreement the Service is ordered as open-ended. The agreement period starts from date of approval of this Agreement.

The Customer is entitled to terminate any or all Subscriptions following Firstbeat's instructions valid at the time of the termination. If a self-service termination functionality for a Subscription does not exist in Firstbeat Life Admin tool or otherwise, the Customer is entitled to terminate any or all such Subscriptions for convenience by 30 days' prior written notice, prior to expiration date of the then current Subscription.

If End-User wants to terminate their ongoing Subscription with immediate effect, they or the Customer can terminate the Subscription immediately, if a self-service termination functionality exists in the Software or otherwise, or otherwise they can contact Firstbeat to terminate the Subscription latest within 30 days. In such case no remaining time of the Subscription will be refunded.

The Customer is entitled to terminate this Agreement for convenience by 30 days prior written notice. Firstbeat is entitled to terminate this Agreement for convenience by 6 months prior written notice. If Agreement is terminated, the Agreement will stay in force until the end of the last active Subscription period of any End-User.

If all Subscriptions are terminated but not the Agreement, the Customer will still have access to Firstbeat Life Admin including access to past Customer Data and ability to order new Subscriptions, but it will not be entitled to Technical Support unless ordering new Subscriptions.

## 7. OTHER TERMS

Following appendices form integral parts of this agreement:

1. Service Description
2. General Terms for Firstbeat Life Service for Corporate Customers (2/2021)

In the event of any discrepancies of any terms, the priority is interpreted as follows: 1. the offer or Order, 2. these agreement terms, 3. the appendices in numerical order.

This agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions. Any dispute arising out of this agreement or a breach or alleged breach, shall be finally settled in district court of Helsinki, Finland.

## GENERAL TERMS FOR FIRSTBEAT LIFE SERVICE FOR CORPORATE CUSTOMERS 02/2021

### 1 INTRODUCTION

These General Terms for Firstbeat Life Service ("General Terms") shall apply to service agreement, Firstbeat's offer, Customer's Order or corresponding instrument together with accompanying documentation such as Service Description, and together with the said documentation constitute the entire agreement ("Agreement") of Firstbeat Life Service between Firstbeat Technologies Oy or, if specified in the Agreement, its specific affiliate ("Firstbeat") and its customer ("Customer"), which desires to buy End-Users (as defined below) agreed features of Firstbeat Life Service, as further agreed in more detail.

These General Terms constitute an integral part of the Agreement. In case of discrepancy between these General Terms and specific agreement, the terms and conditions of the specific agreement shall prevail.

### 2 DEFINITIONS

"Account" shall mean each End-User's personal account which the End-User must register as a prerequisite for using the Service.

"Activation" shall mean the measure where End-User activates the Account.

"Admin User" shall mean an individual person designated by the Customer to administer and supervise the use of the Service within the Customer's organization and who may have access to Firstbeat Life Admin. "App" shall mean End-User's mobile application developed by Firstbeat and available in a mobile application distribution store, with which the End-User may use the Service.

"Additional Service" shall mean any additional or Customer-specific service beyond the scope of the basic Service. Additional Service is supplied by Firstbeat to the Customer on its request due to Customer's field of business or other Customer-related reasons. Any terms and fees of Additional Service are to be agreed separately on case-by-case basis.

"Coaching Credit" shall mean the permission given to an End-User to reserve a Coaching session as Additional Service, as specified in detail in the Service Description. The Coaching Credit may be invoiced afterwards or paid in advance, depending on the Agreement.

"Customer" is defined in the Agreement in the Order or offer.

"Customer Data" shall mean summary information given to the Customer by Firstbeat, including anonymous group reports and executive reports. For avoidance of doubt, End-User data is not Customer Data and Customer Data does not contain any personal data, and Firstbeat does not process personal data on behalf of the Customer.

"Data Protection Legislation" applicable data protection legislation in Finland, including any European Union legislation such as the GDPR that is applicable in Finland at each time, and excluding any special legislation, such as legislation regarding medical privacy, patient data or employee data, that may be applicable to the Customer.

"Device" shall mean the Bodyguard 3 device or other similar measurement device delivered by Firstbeat.

"Documentation" shall mean applicable written or electrical material in any medium relating to the operation or functionality of Service including without limitation user manuals or handbooks provided by Firstbeat.

"Electrodes" shall mean disposable conductive adhesive pads, which are attached to the skin of the End-User during the measurement period, and which are essential accessories of the Devices.

"End-User" shall mean any person, such as employee, defined by the Customer, to whom the Account and Subscription are paid for by the Customer.

"End-User Data" shall mean personal data of End-Users, collected and processed by Firstbeat to provide the Service.

"End User Terms" shall mean general terms which the End-User must accept and agree with in order to register an Account and to use the Service.

"Error" shall mean that the Software or Service is not materially functioning as described in the Documentation.

"EULA" shall mean End User license agreement for App which the End-User must accept when installing or using the Software via Internet.

"Firstbeat Life Admin" shall mean such Software, which is used by Admin Users as representatives of the Customer to view Customer Data, subscription status information, and to make additional subscription purchases.

"GDPR" shall mean the European Union privacy legislation General Data Protection Regulation 2016/679.

"Operating Environment" shall mean the hardware and other equipment as well as operating software and other third-party software and Internet access which are required for the use of the Service.

"Order" shall mean the action of Customer to make an Agreement by ordering the Service or related equipment, or additional orders related to an existing Agreement, by an order form or actions in the Software or other similar means.

"Service" shall mean the features of Firstbeat Life service as specifically agreed in the Agreement, Documentation and/or specific offers or Orders and the related delivery or handling of equipment or data or other related services provided to End-Users by Firstbeat.

"Service Description" shall mean then current version of Firstbeat Life service description.

"Software" shall mean the features of Firstbeat's standard form Firstbeat Life service software offered as a service, either as App or as an online service available over an Internet connection, or integrated in the Device. Software is a tool for professional heartbeat analysis as described in the Documentation.

"Starter Package" shall mean the delivery service of the Device and initial set of Electrodes to a particular End-User.

"Subscription" shall mean the End-User specific time period during which the End-User has a right to use the Service, consisting of periodically invoiced subscription periods.

"Subscription Period" shall mean the recurring time period by which a Subscription is extended after its previous Subscription Period ends, starting on the same day of the month as that Subscription first began, unless otherwise agreed.

"Update" shall mean a revised version of the Software or Service for correcting Errors and faults appeared after publication of the previous version. Update may also include minor new features and functions.

"User ID" shall mean user account provided for the Customer and/or End-User by Firstbeat when End-User and/or Admin User activates its Account.

### 3 DESCRIPTION OF FIRSTBEAT LIFE

The Service includes items further agreed in the Agreement. The Customer may assign End-Users Subscriptions upon its discretion. After the first Subscription Period each Subscription continues automatically unless it is terminated.

As a prerequisite for using the Service and for the performance of valid Subscription, the End-User must have personal Account which the End-User must register. End-User shall install the App and accept applicable End User Terms and EULA available in the mobile application store.

Once released, the Customer has access to Firstbeat Life Admin during the Agreement. If there are no active Subscriptions, the Customer can only view Customer Data created in the past, or purchase additional Subscriptions, but is not entitled to support.

Firstbeat delivers the Devices and Electrodes to the Customer as separately agreed. Unless otherwise agreed, the packaging and shipment costs of the Devices and Electrodes are included in the Subscription and Starter Package only to the EU countries or United Kingdom, excluding any EU special territories. Delivery to other countries must be agreed in advance and may include separately agreed extra costs, and unless otherwise agreed, the delivery term is EXW (Incoterms 2020) Firstbeat premises. After End-User gets the Device, End-User can pair the Device to their Account. Pairing will be instructed step-by-step to the End-User inside the application.

The Service includes reports as described in the Service Description.

Use of Account may be subject to downloading and installing to compatible mobile device the App, which is available in the official App distribution services of compatible operating system manufactures, such as Apple Store or Google Play. Any use of App or other Firstbeat software is subject to then current EULA and End User Terms.

### 4 RIGHT TO USE THE SERVICE

For the duration of End-User having valid and fully paid Subscription and Account and upon terms and limitations agreed in these General Terms, Firstbeat grants the Customer a limited access and a non-exclusive, non-transferable right to use the agreed features of the Service by End-Users and Admin User(s) during the term of the Agreement via compatible devices. Access to the Service is granted solely as set forth above. The quantity of End-User specific Subscriptions is set forth in the Agreement and prices are charged on per user specific subscription or service basis.

The Customer shall not: (i) acquire any other rights for the Service or distribute, rent, lease, loan, copy, sublicense or resell the Service, software or accompanying Documentation or any part thereof or any access rights thereof nor the license or any copy of it; (ii) 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, Device, or the Software's structural framework; (iii) 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; (iv) modify, enhance or in any other manner change the Software, the Service, Device or accompanying Documentation; (v) remove, obliterate or otherwise alter Firstbeat's or third parties' proprietary rights notices; (vi) assign or transfer any of its rights and obligations to the Service and/or

Software arising from the Agreement or any User IDs or corresponding information to any third party without the prior written consent of Firstbeat.

Notwithstanding the aforementioned, the Customer may be entitled to assign End-User rights to the Service outside its own organisation, if separately agreed between the Parties in the Agreement or otherwise.

Firstbeat shall have the right to deny access to the Service if the Service is used against the law, orders of the public authorities, good business practices, the Agreement, Documentation or any reasonable and lawful written instructions given by Firstbeat, or in case the Customer defaults payments or other fees due and payable to Firstbeat which remain unpaid for fourteen (14) days after written notice of such breach. Firstbeat is obligated to notify the Customer if access is denied for any reason. Misuse of Admin User IDs, misuse of Customer Data, or attempting to access other software or files located on the Service not described in the Agreement is prohibited.

## 5 DEVICES

Devices have a limited warranty as set forth in the devices-specific warranty terms, available at <https://www.firstbeat.com/en/firstbeat-life-documents/>.

Title to the Devices remains with Firstbeat and shall not be transferred to the Customer. The Customer and End-Users may use the Devices solely in connection with the Service and subject to having a valid Subscription. Customer may transfer possession of a Device to an End-User together with Subscription. Such limited right to use the Devices is subject to these General Terms and other applicable terms and conditions. With regard any Device possessed by End-User, Firstbeat processes warranty claims directly with End-Users. If agreed, Customer may be involved in warranty related logistics, such as sending, receiving and delivering repaired Devices or Device accessories.

The Customer shall be responsible for the proper use and maintenance of the Devices as instructed by Firstbeat in the warranty terms and Documentation.

Firstbeat strongly recommends to use the Electrodes provided by Firstbeat. Only Electrodes which are clinically approved for recording electrocardiogram during long-term ambulatory conditions from humans may be used with the Device. If other Electrodes meant for the same purpose purchased from other sources are used, the monitoring accuracy may deteriorate. Firstbeat is not liable for any use of such other electrodes.

Customer acknowledges and agrees that each Device may contain limited personal data of End-User who has used the Device. Instructions for clean-up or deletion of the data from the Device, if needed, are available for the End-Users in the user guide.

If a fault has occurred in a Device, the End-User may contact Firstbeat support to agree about possible device replacement or repair. At the termination of Subscription the End-User may keep the Device for possible future use of the Service. Broken or redundant Device may also be discarded at a waste electrical and electronic equipment (WEEE) collection facility.

## 6 GENERAL OBLIGATIONS OF THE PARTIES

Firstbeat shall offer the Service for the use of the Customer and End-User(s) as described in the Agreement. Unless otherwise agreed, Firstbeat offers the Service from Finland or other EU countries or the United Kingdom. Firstbeat is responsible for providing the Service substantially in compliance with the Agreement.

The Customer is responsible for determining the suitability of the Service to its purposes and costs thereof according to applicable legislation in the Customer's territory and field of business, including determining whether the use of the Service fulfils all their regulatory requirements. Firstbeat is not responsible for compliance to legislation in Customer's territory and field of business.

All payment will be made by the Customer in accordance with the Agreement. The Customer shall use the Service in accordance with the Agreement and applicable Documentation in exchange for full payment of applicable payments. The Customer is responsible for both (i) actions of the Admin User using the Service; and (ii) interpretations and analysis made by the Customer or its representatives from the Customer Data or reports provided by the Service.

The Customer is obligated to acquire and maintain Operating Environment for the Service in accordance with the minimum requirements of Firstbeat. The current requirements are available at <https://www.firstbeat.com/en/firstbeat-life-documents/>. In the event the Customer requests assistance from Firstbeat in interpreting or analysing the reports provided by the Service, the conditions shall be separately agreed as Additional Service.

The Customer has selected the technical solution for the Service as further set forth in the Agreement. The Customer acknowledges and accepts the risk of interruption of the Service and uses reasonable efforts to prevent damage to the Admin User(s) activities caused by interruptions of Internet access or other malfunction related to Operating Environment or temporary downtime of the Service.

The Customer shall appoint an Admin User who is responsible of the use of the Service within the Customer's organization, including managing Subscriptions. The Customer is obligated to ensure that Admin User(s) keep User IDs confidential. The Customer is always responsible for the misuse of lost Admin User IDs or any other misuse of Admin User IDs.

## 7 IMPLEMENTATION OF THE SERVICE

Firstbeat shall deliver to the Customer material necessary for implementation of the Service and make measures agreed to be Firstbeat's implementation obligations.

The delivery of Service and each Device is deemed to be accepted by the Customer unless the Customer delivers Firstbeat a written notice itemizing the Errors within fourteen (14) days from the date when Firstbeat has initially granted the Customer access to the Service and Customer (or upon Customer's request each End-User) has received the Device delivery from Firstbeat. The Customer shall inform Firstbeat in writing of any Errors in the Service and/or Software without delay.

In any event the delivery of Service is deemed to be accepted when (i) Firstbeat has corrected the Errors reported by the Customer to Firstbeat; or (ii) the said fourteen (14) days period has elapsed; or (iii) the Customer takes the Service into use.

Firstbeat shall at its sole discretion either correct the Errors reported by the Customer or terminate with immediate effect the Agreement in which event Firstbeat shall as a sole remedy to the Customer refund the payments acquired by Firstbeat from the Customer, reduced with the time used in each End-User Subscription before the termination. Irrespective of the aforesaid, all minor Errors which have no substantial impact for use of the Service do not prevent use of the Service. Firstbeat shall use its commercially reasonable efforts to fix such minor Errors when publishing Updates.

## 8 FIRSTBEAT'S OBLIGATIONS CONCERNING ERROR OF SERVICE

Firstbeat's warranties and obligations concerning maintenance, support, and availability of the Service are exhaustively defined in this clause and in the Agreement.

Firstbeat shall perform monitoring of the Service according to its then current practices to prevent malfunctions or downtimes of the Service. Firstbeat has a right to temporarily interrupt provision of the Service for maintenance, alteration, repair or installation purposes. Such interruptions will be made, to the extent possible, during the evenings or weekends. Firstbeat shall inform the Customer through the Service concerning scheduled interruptions in the Service, if possible.

An Error of the Service occurs if the Service materially deviates from the Documentation. In the event of an Error, the Customer shall inform Firstbeat without undue delay. Firstbeat shall enter into corrective measures at latest on next working day. Firstbeat continues corrective measures during normal office hours until the Error is corrected.

The remedy set forth herein is subject to full compliance with the Operating Environment requirements. Firstbeat shall perform corrective measures at its own offices. Performing corrective measures at the Customer's location is subject to separate agreement and the Customer shall reimburse all reasonable travelling costs, including travel time.

Firstbeat is not liable for any errors which are a consequence of use of the Service against terms and conditions of the Agreement, Documentation or written instructions of Firstbeat, or which are consequence of use of other products than supplied by Firstbeat, or any change to the Service. In the event an error reported by the Customer does not fall under the responsibility of Firstbeat, Firstbeat is entitled to charge the Customer for the investigation of such reported error.

Firstbeat does not guarantee availability of the Service. In particular, Firstbeat is not liable for any downtime of the Service which is beyond reasonable control of Firstbeat, including without limitation to interruptions caused by telecommunications connections and all malfunctions by Admin Users, End-User(s) or Customer.

Firstbeat uses commercially reasonable efforts to develop the Service and publish Updates of the Service but is not liable for any such activities. Firstbeat is entitled to replace the previous version of the Service by an Update, provided that the Update contains corresponding features with the previous version.

In such event the Customer is obligated to make necessary updates for Operating Environment (such as updates to browser software) at its sole cost and risk. In the event the Customer refuses to take Update into use, Firstbeat may provide support to previous version at its sole discretion and provided that the Customer pays additional costs incurred. For avoidance of doubt, electing not to take the Update does not release the Customer to pay payments according to this Agreement.

Service support: During active Subscriptions, the Service includes Service support either by e-mail or telephone concerning use of the Service and troubleshooting. Service requests shall be made in English or Finnish. Technical Support information and contact details are available on our website: <https://www.firstbeat.com/en/support/>. Support is meant for ensuring the correct functionality of the Service according to the Agreement. Admin Users and End-Users are required to primarily refer to material provided by Firstbeat, such

as for example user instructions. Any additional services that are not related to Error correction or technical use of the Service in accordance with the Agreement must be agreed separately and are subject to separate charge.

**Firstbeat provides software, service and accompanying materials "as is" and hereby specifically disclaims all other warranties, whether express or implied.**

The Customer warrants that each Admin User shall obtain necessary knowledge of the use of the Service and results provided by the Service. The Customer agrees actively to follow Updates and detailed information of the use of the Service provided by Firstbeat.

**The foregoing warranties set forth the entire liability of Firstbeat and the foregoing warranties are the only express warranty made to the Customer and/or Admin User(s) and/or End-User(s). Firstbeat hereby specifically disclaims all other warranties, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Firstbeat does not warrant that all defects can be corrected, or that the operation of the software will be error free and/or uninterrupted.**

## 9 FEES AND PAYMENT TERMS

All payments will be made by the Customer in accordance with the Agreement executed between the Customer and Firstbeat and/or its resellers. For the purposes of this clause, payments mean sums itemized in electronic ordering procedure (such as web shop, Firstbeat Life Admin or other corresponding means) or price list delivered by Firstbeat and/or its resellers. In absence of the Agreement, the prices shall be in accordance with Firstbeat's then current price list. The fees may consist of following, or other fees as defined in the Agreement:

- Fees based on number of Subscriptions in accordance with the Agreement
- Periodic subscription fees in accordance with the Agreement during the validity of Subscription or Agreement.
- Sales price of Starter Packages, Electrodes, accessories, Additional Services etc. in accordance with the Agreement.

Except as otherwise agreed in the Agreement, all initial purchases, including Subscriptions and Starter Packages, will be charged upon the approval of Agreement, and each additional purchase upon ordering of such additional purchase.

Payments shall be made in the currency specified in the offer or Order to the bank account specified in the invoice. If no currency is defined, the offer or Order currency is EUR.

As regards web shop, all payments will be made upon purchase transaction as further set forth in web shop. Pre-payment contains items specifically included in the order.

Other services will be charged in accordance with the Agreement or, in absence of agreed price, in accordance with then current price list.

Unless otherwise agreed, Firstbeat has a right to change prices by submitting a written notice no later than sixty (60) days prior to the effective date of the price increase. In such event the Customer is entitled to terminate the Agreement on the effective date by submitting a written notice of termination within thirty (30) days from the price increase announcement by Firstbeat.

Value added tax or corresponding tax will be added to all prices according to applicable legislation. Unless otherwise agreed, payment term for all payments will be 14 days. In the event of delayed payment, Firstbeat is entitled to invoice reasonable collecting charges and delay interest according to annual interest of 8%.

In case the Customer's or End-Users' access to the Service is denied by Firstbeat because of the reasons specified in the General Terms, the time the access is denied will not be subtracted from the billable term and Firstbeat shall not refund the Customer or End-Users for any such time. In case the reason for denying the access is resolved within 30 days, such as unpaid bills are paid, Firstbeat will restore access within 7 days. If the reason is not resolved within 30 days, Firstbeat may terminate the Agreement with immediate effect. If the Agreement is terminated, Firstbeat or an authorized third party may take further proceedings in order to collect any unpaid fees, including any Devices.

## 10 LIMITATION OF LIABILITY

In the event Firstbeat is in substantial breach of this Agreement and does not correct such breach within thirty (30) days from the written notice from the Customer, Firstbeat is obligated to compensate direct damages, proven by the Customer, incurred as a consequence of such breach. Except in the event the damage is caused intentionally or by gross negligence, Firstbeat's liability shall in no event exceed 15 % of the amounts actually paid by the Customer to Firstbeat during the period of twelve (12) months before occurrence of the breach. Except in the event the damage is caused intentionally or by gross negligence, in no event is Firstbeat liable for any indirect or consequential damages incurred to the Customer.

The Customer acknowledges and agrees that results of assessments created by the Service may, based on various reasons including without limitation to unstable conditions, induce inaccurate or faulty results or results which are open to various interpretations. Firstbeat therefore does not warrant that the Service fits for the intended purpose of the Customer and its End-Users(s) and is not liable for any costs and damages incurred as a consequence of use of the Service.

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the Agreement and whose consequences the party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott or other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is target or a party to such an action. Each party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

## 11 CONFIDENTIALITY

The Service, Software and Documentation are confidential information of Firstbeat. The Customer agrees and undertakes to maintain such materials in confidence and not to use for any other purposes than the purpose of this Agreement any material delivered by Firstbeat to the Customer. The Customer is not allowed to disclose any such material or information to any third party, except for the purpose described in this Agreement.

Firstbeat agrees to hold in confidence all Customer Data and any other non-public information obtained from the Customer and/or End-Users.

The confidentiality obligations shall remain in force during validity of this Agreement and five (5) years thereafter. Nothing in this clause is intended to decrease the protection of applicable legislation concerning confidential information. The parties shall maintain the content of the Agreement confidential, unless expressly otherwise agreed.

The parties shall use all reasonable efforts to prevent the unauthorized use, copying, publication or dissemination of the confidential information of the other party.

No obligations are imposed by this Clause with respect to a party's confidential information if that confidential information:

- (a) is known to the other party before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the other party.

## 12 INTELLECTUAL PROPERTY RIGHTS

Firstbeat retains all rights to the Service and related technology including, without limitation, the title and interest to and in the Software and all informational, intellectual property, industrial property and proprietary rights. Firstbeat neither grants nor otherwise transfers any rights of ownership or copyrights in the Software or Documentation to the Customer, and the Customer shall have only such license rights to use the Software as are specified herein. Software and other products are protected by copyright, trade secret, industrial and other intellectual property laws and treaties. The Customer shall not sell, transfer, publish, display, disclose or otherwise make such materials available to others.

In the event authorized use of the unmodified Software or Service should infringe upon the intellectual property rights of a third party due to the reason attributable to Firstbeat, and at Firstbeat's opinion such infringement prevents or endangers to prevent the Customer or the User(s) to continue the use of the Service or any part thereof, Firstbeat may either procure the right to continue using the Service, or replace, or modify it to make it non-infringing. If none of the aforementioned options is reasonably feasible to Firstbeat, Firstbeat shall terminate the Agreement with immediate effect. As a consequence of such termination the Customer shall cease using the infringing Service or portions of it and is not obligated to pay any further payments. Firstbeat is not obligated to refund any fees, which are compensation of use of the Service from the period before termination.

As a sole remedy to the Customer Firstbeat refunds the payments corresponding the time period during which the Service has not been in use due to such infringement.

## 13 TERM OF AGREEMENT

Unless otherwise agreed, the termination period for the Agreement or individual Subscriptions by the Customer is 30 days.

If the Agreement or Subscription is terminated by the Customer, no refund of already invoiced payments will be made.

The Customer may terminate Subscriptions, following the Subscription termination periods described here, without terminating the Agreement. Once Firstbeat Life Admin is released, the Customer maintains access to the Firstbeat Life Admin until the termination of the Agreement.

Unless otherwise agreed, the termination period by Firstbeat is 6 months. Notwithstanding the above mentioned, Firstbeat is entitled to terminate the Agreement with immediate effect 24 months after the end of last active Subscription.

Any Subscription Periods already set to begin or to be invoiced during the termination period will begin and be invoiced, but new Subscriptions cannot be ordered.

If the Agreement includes already invoiced Subscription Periods, the Agreement stays in force until the expiration of all Subscriptions, irrespective of the termination.

Upon expiration of this Agreement Firstbeat is entitled to prevent the Admin Users' access to the Service and the Customer shall return or erase any material belonging to Firstbeat and the Customer is not entitled to order Subsequent Subscriptions or make other additional purchases. Upon expiration of this Agreement, Customer will no longer receive subscription status information of End-Users.

After the end of the customer relationship, Firstbeat is committed to keeping the anonymous Customer Data in the Service for twenty-four (24) months, after which Firstbeat may erase the Customer Data from the Service. Upon request of the Customer, the Customer Data can be removed immediately after the end of the customer relationship.

For avoidance of doubt, Customer Data does not contain any End-User data and each End-Users' data will be kept individually according to the Privacy Policy and not erased when Customer Data is erased.

## 14 REGULATORY REQUIREMENTS. PRIVACY AND DATA PROTECTION.

Regarding End-User data, Firstbeat is the Controller as defined in the Data Protection Legislation. Firstbeat handles the End-User data confidentially. Firstbeat processes the data in order to provide the Service directly to the End-Users, and in order to provide anonymized aggregate or group reports to the Customer, and in the way described in more detail in the Firstbeat Life Privacy Policy, available at: <https://www.firstbeat.com/en/privacy/>. No aggregate or group report will be provided, if the number of End-Users is so small that individual End-Users could be identified from these reports, except under End-Users' prior explicit consent.

Proper performance of Service requires that the email addresses of the End-Users and other personal data are transferred to Firstbeat, which is a transfer from a Controller to Controller. The Customer shall be liable for the legitimacy to transfer the End-Users' email addresses or other necessary contact information for the performance of the agreement. Firstbeat is not aware of and is not liable for any internal guidelines and processes of End-User email providers.

If separately agreed with the Customer, personal data can be transferred to a third party providing services to the Customer, such as for example the occupational health service provider of the Customer, provided that the End-User has given his/her explicit consent to the transfer or the Customer presents another legal justification to the data transfer. The End-User personal data will not be transferred for other purposes outside Firstbeat without the consent of the End-User. If during the personal assessment a reason is discovered to direct the End-User to further examinations, the End-User will be in the personal feedback session requested to contact the occupational health provider.

Firstbeat may in all cases transfer limited subscription status related personal data, such as for example the End-User identifier and type and status of their Subscription, to the Customer (Admin User or another Customer representative), which is a transfer from a Controller to Controller.

The personal data collected in the Service is processed according to then current Firstbeat Life Privacy Policy, available in: <https://www.firstbeat.com/en/privacy/>. The End-User can read the Policy and the purposes of using his/her personal data prior to starting the Service.

## 15 MARKETING COMMUNICATION. FIRSTBEAT BRAND

Firstbeat and the Customer may jointly publish press releases concerning the use of the Service. Unless expressly prohibited by the Customer, Firstbeat is entitled to use the Customer as a reference. Firstbeat is entitled to forward a limited number of potential new customers to request user experiences from the contact person designated by the Customer.

Each party is entitled to set a link from its own Web page to the Web page of the other party.

## 16 FINAL PROVISIONS

Neither party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other party. Firstbeat is entitled to transfer the Agreement as part of total or partial transfer of its business. Firstbeat is entitled to use subcontractors.

A failure to exercise, or any delay in exercising, on the part of either party, any right or remedy hereunder shall neither operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

If, at any time, any provision of the Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable in any respect, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves, to the extent possible, the original purpose and commercial goal of the invalid provision.

No party shall be deemed by operation of the Agreement or otherwise to be the agent or representative of the other party for any purpose hereunder whatsoever. The parties shall at all times be considered independent contractors. No party shall have any right or authority to assume, create, or incur any liability or obligation of any kind in the name of or on behalf of the other party except in accordance with the provisions hereof, or as may otherwise be agreed by the parties in writing.

A breach by one party of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to the other party for which there may be no adequate remedy at law, and the other party is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

Headings are used for the purposes of references only and shall not affect the interpretation of the Agreement. Any amendments to the Agreement shall be made mutually in writing.

The Agreement and all correspondence between the parties and relating hereto shall be in the English or Finnish language unless the parties agree to the contrary, in respect of some specific documents. Finnish language is only used with Finnish speaking Customer representatives and Customer may request using English.

This Agreement shall be governed by and construed in accordance with the laws of Finland excluding its choice-of-law provisions. Any dispute arising out of this Agreement or a breach or alleged breach shall be finally settled in district court of Helsinki, Finland.

These General Terms shall be valid from November 24, 2021.