

END-USER LICENSE AGREEMENT

1 GENERAL

- 1.1 Each Firstbeat Life software mobile application, including without limitation bug fixes, updates, upgrades, modifications and any related documentation (the “**App**”) provided to you (“**You**”) by Firstbeat Technologies Oy or its affiliate (“**Firstbeat**”) or dealer or service provider of Firstbeat is a standard offering and proprietary product of Firstbeat.
- 1.2 By downloading and installing the App from a mobile application store or by otherwise using the App, You agree to be legally bound by this End-User License Agreement (“**EULA**”). If you do not agree to this EULA, you are not permitted to use the App. For the purposes of this EULA, You and Firstbeat are referred to jointly as “**Parties**”.
- 1.3 This EULA is entered into between the Parties once You install or otherwise commence using the App. This EULA is applicable to the extent not otherwise provided by mandatory applicable law concerning the protection of consumers.
- 1.4 The App is a tool for Firstbeat’s customers to utilize Firstbeat’s subscription-based service offerings. You may not be able to use the functions of the App or Firstbeat’s services without purchasing a certain subscription. Once You have entered into a commercial agreement with Firstbeat setting out the pricing, delivery and use of Firstbeat’s services, including the App, such commercial agreement shall complement this EULA, as applicable.

2 INTELLECTUAL PROPERTY

- 2.1 The App includes software and materials licensed by Firstbeat or its third-party licensors. The App is protected by copyright laws and international copyright treaties. All intellectual property rights, including but not limited to patents, trademarks, designs, copyrights (including the right to modify and assign), trade secrets, know-how or applications thereof (jointly “**IP**”) to the App shall remain property of Firstbeat or its third-party licensors.
- 2.2 You shall have a limited, non-exclusive, and non-transferable right to install and use the App personally in connection with your personal Firstbeat Life account and subject to the terms agreed herein.
- 2.3 It is explicitly stated that You shall not (i) modify, work around any technical limitations, decompile, disassemble, reverse-engineer, or otherwise endeavour to examine the function or structure of the App, or create derivative works based on the App, or use detached files, libraries or other parts of the App in connection with third-party software unless expressly permissible under the App’s specifications; or (ii) assign, transfer, sublicense, rent, pledge, or otherwise distribute or make available the App or Your limited right to use the App; save to the extent that is otherwise expressly provided for by mandatory provisions of applicable law.
- 2.4 You may decide to give Firstbeat input or feedback on the App (“**Feedback**”). You grant to Firstbeat, under all of Your IP, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free right to: (i) use, copy and modify Feedback and to create derivative works of Feedback, (ii) make (and have made), sell, offer for sale, lease and otherwise distribute any Firstbeat products or services using or containing Feedback, and (c) sublicense the rights to use Feedback to enable the use of such products and services.

3 DATA AND CONFIDENTIALITY

- 3.1 The App contains trade secrets of Firstbeat and/or its third-party licensors, and therefore the App, including the associated documentation and other materials made available to You

by Firstbeat, to the extent is non-public and confidential in nature, is regarded as confidential information of Firstbeat or its third-party licensors.

- 3.2 You undertake to keep confidential all confidential information obtained from Firstbeat as well as to use them only to implement the purpose of this EULA or service relationship with Firstbeat. However, the confidentiality obligation does not apply to material and information: a) whose unrestricted disclosure and use is expressly approved by Firstbeat, b) which are public at the moment of disclosure or become public at a later stage for reasons other than Your negligence, or c) which were verifiably known by You before their disclosure from Firstbeat.
- 3.3 You are aware that when You install and use the App on a particular, compatible mobile device, Your personal data will 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. You will be responsible at Your own expense for acquiring a suitable and supported mobile device and internet connection to use of the App.
- 3.4 The use of the App is subject to Firstbeat Privacy Policy available on Firstbeat's website at <https://www.firstbeat.com/en/privacy/>. Firstbeat Privacy Policy contains important information to You regarding Your personal data processing and data subject rights.

4 NO WARRANTIES

- 4.1 TO THE MAXIMUM EXTENT ALLOWED BY MANDATORY LAW, FIRSTBEAT PROVIDES THE APP HEREUNDER "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, INCLUDING THAT THE APP WOULD BE NON-INFRINGEMENT, ERROR-FREE OR FIT FOR A PARTICULAR PURPOSE. FIRSTBEAT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER CAUSED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE USE OF THE APP TAKES PLACE SOLELY AT YOUR OWN RISK.

5 MISCELLANEOUS

- 5.1 **Governing Law, Disputes.** This EULA shall be governed by the laws of Finland, excluding its choice of law provisions. All disputes concerning this EULA or the use of the App by You shall be settled as a first instance before the District Court of Helsinki, Finland. In case you are a granted a subscription, the dispute resolution clause set out in such commercial agreement shall apply. Each Party may take such steps as it may consider necessary or desirable in order to seek injunctive relief or to enforce any judgment or order against the other Party with respect to this agreement in any jurisdiction where the other Party trades or has assets.
- 5.2 **Legal Requirements.** You must use the App in compliance with all applicable export and import laws, regulations and other mandatory rules that apply to You. You may not use or otherwise export or re-export the App in countries which are embargoed or otherwise illegal for such use by the laws of Finland or other applicable laws.
- 5.3 **Amendments.** Firstbeat reserves the right to amend this EULA from time to time. In such case, Firstbeat shall send a notification to You via the App of such amendment. In case You do not accept the amended EULA, You must cease using the App and delete it from Your device. The current EULA is available at <https://www.firstbeat.com/en/firstbeat-life-documents/> and may be accessible via the mobile application.
- 5.4 **No Waiver.** No waiver of any provision or breach of this EULA by Firstbeat will constitute a waiver of any other provision or subsequent breach.

- 5.5 **Assignment, Subcontractors.** You may not assign this EULA, or any of Your rights or obligations hereunder, to any third party without the prior written consent of Firstbeat. Firstbeat is entitled to use subcontractors in all cases.
- 5.6 **Severability.** If any provision of this EULA is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable in any respect, the validity of the remaining provisions shall in no way be affected 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.