

FIRSTBEAT WELLNESS SERVICES GENERAL TERMS AND CONDITIONS

1 GENERAL

- 1.1 These Firstbeat Wellness Services General Terms and Conditions are issued by Firstbeat Technologies Ltd, a Finnish company with Business ID 1782772-5 (including its affiliates “**Firstbeat**”). These terms are an integral part of Firstbeat’s offer, Customer’s order or corresponding instrument, which together with the Documentation constitute the entire agreement (the “**Agreement**”) between Firstbeat and each customer (either a legal entity or a private person, “**Customer**”) of certain wellness services provided by Firstbeat to Customer, as agreed in more detail in the Agreement.
- 1.2 Prior to using Service, each End-User must accept and comply with the Agreement for his/her own part, as applicable. End-User acceptance will be acquired during Service standard registration process. In the event an End-User does not accept, or wants to withdraw his/her consent afterwards, such End-User must cease using Service.
- 1.3 Depending on the nature of the Subscription, Customer may have direct access to End-User Data (e.g. acting as a service provider), or may only receive aggregated Customer Data (e.g. when purchasing Service to its personnel). The type and contents of the Subscription is outlined in the order confirmation and specified in more detail in the Documentation.
- 1.4 Service is mainly targeted at corporate clients, such as service providers and employers. Customer remains solely responsible, to the maximum extent allowed by mandatory law, for the acts and omissions of its End-Users, including all claims by End-Users concerning e.g. Customer’s offering to End-Users, consumer protection or employment or other relationship. If Customer is a consumer, the Agreement shall apply to the extent not otherwise provided by mandatory applicable law concerning the protection of consumers.

2 ADDITIONAL DEFINITIONS

- 2.1 “**Customer Data**” means summary information which is based on End-User Data, such as company and group reports and executive reports, made available to Customer by Firstbeat. Customer Data is compiled and aggregated in the course of pre-set privacy procedures, as a result of which it does not contain any personally identifiable data.
- 2.2 “**Device**” means a device or other equipment which is used to collect data of End-Users to be used in Service, such as heart rate measurement data, movement data and/or other similar information, together with any essential accessories of the device.
- 2.3 “**Documentation**” means applicable material in any medium relating to the operation or functionality of Service, such as service descriptions or user manuals and then-current pricelist and offering, as may be amended from time to time by Firstbeat.
- 2.4 “**End-User**” means any person who has created a personal account to Service with a valid Subscription in accordance with the Agreement. End-User and Customer may be the same person, or Customer may purchase Service for one or several of its End-Users.
- 2.5 “**End-User Data**” means personal data of End-Users collected and processed by Firstbeat.
- 2.6 “**Error**” means that a service or deliverable provided by Firstbeat hereunder is not materially functioning as described in the Agreement.
- 2.7 “**Service**” means the wellness offering provided by Firstbeat to Customer, based on Software, Device(s) and/or the associated services, in each case as set out in the then-current Documentation and in the Agreement.

2.8 “**Software**” means the software incorporated in Service, accessed by Customer and End-Users either as a mobile application or an online service, or as an integral part of a Device.

2.9 “**Subscription**” means the personal right of one End-User to use Service as set out in the Agreement.

3 GRANT OF RIGHTS

3.1 For the duration of End-User having a valid and personal account and fully paid Subscription and upon terms and limitations agreed in the Agreement, Firstbeat grants Customer a limited access and a non-exclusive, non-transferable right to use Service by its End-Users during the term of Agreement via compatible devices.

3.2 Customer and End-User(s) shall not, to the extent not expressly allowed under applicable mandatory law:

- (i) resell, lease, loan, copy, sublicense, allow access or otherwise distribute Service or any part thereof to third parties unless expressly allowed under the Agreement;
- (ii) attempt to reverse engineer Service, or allow or assist others to do so;
- (iii) modify, enhance or in any other manner change Service, or use the same in whole or in part for any purposes except as expressly allowed under the Agreement;
- (iv) remove or alter Firstbeat’s or third parties’ logos or proprietary rights notices; or
- (v) misuse user credentials/IDs or Customer Data or attempt to access other Software or files underlying the user interface of Service.

3.3 Firstbeat shall have the right to deny access to Service and/or terminate End-User’s Subscription if Service is used or Firstbeat reasonably believes it is used against the law, orders of the public authorities, good business practices, Agreement or any reasonable instructions given by Firstbeat, or in case Customer defaults any fees due and payable to Firstbeat which remain unpaid for 14 days after written notice of such breach. Firstbeat shall notify Customer and the respective End-User(s) if access is denied or Subscription is terminated for any reason.

4 CUSTOMER AND END-USER OBLIGATIONS

4.1 Customer is responsible for determining the suitability of Service to its purposes and whether the use of Service by Customer complies with legislation applicable to Customer.

4.2 All payments will be made by Customer in accordance with the Agreement. Customer may only use Service in exchange for full and due payment of applicable payments.

4.3 The minimum technical requirements of Service are set out in the Documentation or are otherwise made available by Firstbeat. Customer and End-Users are responsible for acquiring and maintaining their own operating environment, security, required network connections and the interoperability of their other systems with Service.

4.4 End-Users must keep and Customer shall ensure that End-Users and admin users keep their credentials (user IDs and passwords) in confidence. Customer is responsible for its own and its End-Users’ lost credentials or any other misuse of the credentials.

4.5 Each End-User must create their own personal account to Service. End-Users must provide true, accurate, current and complete information as prompted by the registration form and maintain and promptly update such information to keep it true, accurate and complete.

5 DELIVERY, ACCEPTANCE

- 5.1 Service is a standard offering that evolves over time. The contents of Service are set out in the then-current Documentation.
- 5.2 Unless otherwise agreed, any packaging and shipping costs are excluded from the agreed prices.
- 5.3 Unless otherwise agreed, in the event a Device or other deliverable is agreed to be sent to Customer, and the sent deliverable is returned to Firstbeat because the Customer or End-User has not retrieved the deliverable 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 of the deliverable. Upon such request, Firstbeat will contact Customer and, upon Customer's decision, either the cost for re-sending will be charged or Customer or End-User will not receive the deliverable.
- 5.4 The delivery of agreed components is deemed to be accepted by Customer unless Customer delivers Firstbeat a written notice itemizing Errors within 14 days from the date when Firstbeat has initially granted Customer access to Service and Customer (or its respective End-User, as the case may be) has received the delivery from Firstbeat. Customer must inform Firstbeat in writing of any Errors without delay.

6 DEVICES

- 6.1 Customer is responsible for the proper use and maintenance of Devices as instructed by Firstbeat. Unless otherwise agreed, the ordered Devices will be sold to Customer.
- 6.2 In exceptional cases where the parties have agreed to assign the ordered Devices to Customer for the duration of the Agreement, the following will apply.
- (i) The title to the Devices remains with Firstbeat and shall not be transferred to Customer,
 - (ii) Customer and End-Users may use the Devices solely in accordance with the Agreement, in connection with Service and subject to having a valid Subscription, and
 - (iii) Firstbeat processes possible Device warranty claims directly with End-Users.
- 6.3 In the event a Customer or End-User transfers a Device to another End-User, Customer shall be responsible for removing all data contained in the Device in accordance with Firstbeat's instructions.
- 6.4 Device warranty terms are set out on Firstbeat's website, available at <https://www.firstbeat.com/en/firstbeat-life-documents/>.

7 SERVICE PROVISION

- 7.1 Unless otherwise agreed, Firstbeat does not guarantee the availability of Service nor shall Firstbeat be liable for any downtime of Service. Firstbeat may temporarily interrupt Service provision for maintenance, alteration, repair or installation purposes.
- 7.2 Firstbeat is not liable for Errors which are a consequence of using Service against the Agreement, Documentation or written instructions of Firstbeat, or which are a consequence of using other products with Service than products supplied by Firstbeat. In the event Error reported by Customer does not fall under the responsibility of Firstbeat, Firstbeat reserves the right to charge Customer for the investigation of such reported Error.

- 7.3 Firstbeat seeks to develop Service and publish updates from time to time, but is not obligated to do so. Firstbeat is entitled to replace Service version with an updated version. In such event Customer must make necessary updates for its operating environment. In the event Customer refuses to take updated version into use, Firstbeat may provide support to the previous version at its sole discretion and may charge additional costs for the same. Electing not to take an updated version into use does not release Customer from applicable payments.
- 7.4 Any additional services must be agreed separately and may be subject to separate charge. Performing corrective measures at Customer's location is always subject to a separate agreement and Customer shall reimburse all reasonable travelling costs, including travel time.
- 7.5 Customer and End-Users acknowledge and agree that the results of assessments created by Service may, based on various reasons, including unstable conditions, induce inaccurate or faulty results or results which are open to various interpretations. Firstbeat shall not be liable for any costs and damages incurred as a consequence of using Service.

8 FEES AND PAYMENT TERMS

- 8.1 All payments will be made by Customer in accordance with the Agreement. Payments mean sums itemized in electronic ordering procedure (such as web shop or other corresponding means), or in absence of such means, in accordance with Firstbeat's then-current price list. Unless otherwise agreed, all products will be charged upon the execution of the Agreement, and all purchases from the web shop will be payable during the order process.
- 8.2 To the extent allowed by mandatory law, none of the products or deliverables already paid by Customer will be refunded for any reason, unless otherwise explicitly stated in the Agreement.
- 8.3 Firstbeat may at any time change prices related to Service. In such case, all purchases by Customer prior to the price change will continue in force with the existing price, and all purchases by Customer after the price change (including automatically renewing purchases after the price change) will be charged at the new, revised price.
- 8.4 Unless otherwise agreed, all payments will be made in euros. Payments will be made upon ordering, or in case the parties agree on invoicing, the payment term is 14 days net. In the event of delayed payment, Firstbeat is entitled to invoice reasonable collecting charges in addition to a delay interest with an annual interest of 10 %.
- 8.5 All prices are net prices and exclude customs, shipping insurance, value added tax, sales tax, withholding tax or similar taxes, or taxes applicable in Customer's line of business or territory, all of which shall be paid by Customer. As applicable, value added tax and the like taxes will be added to the prices in accordance with the regulations in force from time to time.
- 8.6 In case Firstbeat denies Customer's or End-Users' access to Service due to a default of Customer or End-User in accordance with the Agreement, the time the access is denied will not be subtracted from the billable term and Firstbeat shall not refund Customer or End-Users for any such time. In case the reason for denying the access is resolved within 30 days (e.g. Customer pays its unpaid invoices), Firstbeat will restore the access afterwards. If the reason is not resolved within 30 days, Firstbeat may terminate the Agreement with immediate effect. In such case Firstbeat reserves the right to enter into further proceedings in order to collect any unpaid fees or purchases.

9 NO WARRANTIES, LIMITATION OF LIABILITY

- 9.1 Customer acknowledges that Service provides physiology-based information on End-Users' wellbeing and fitness. The information is intended for informational and recreational purposes only and is not medical data and the Service is not a medical offering. Firstbeat makes no warranties of interpretations and analysis made by End-Users or Customer from the data Service provides. End-Users use Service solely at their own risk and cost.
- 9.2 In case of Errors, Firstbeat will, at its sole discretion, use reasonable endeavours to either correct them, make a new delivery, or cancel the Agreement against refund of the price paid for the cancelled part of Service, deducted by the actual benefit received by Customer. As regards third-party solutions included in Service, the obligations and liabilities of Firstbeat are always limited to those it receives from the third party in question. The actions set out above shall form the sole and exclusive remedy available to Customer. Minor errors which have no substantial impact for the use of Service will not be considered as Errors. Firstbeat will use commercially reasonable efforts to fix such minor Errors when publishing updates. In addition to the above and other explicit warranties that may be expressly set forth under the Agreement, there are no other warranties, implied or otherwise, including that Service would be Error-free, non-infringing, or fit for a particular purpose. All claims must be presented within 12 months after such claim or cause of action arose. IN ALL OTHER RESPECTS, TO THE MAXIMUM EXTENT ALLOWED BY MANDATORY LAW, FIRSTBEAT PROVIDES SERVICE AND ALL ITS OTHER OFFERINGS, PRODUCTS AND DELIVERABLES HEREUNDER "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND.
- 9.3 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 SERVICE TAKES PLACE SOLELY AT CUSTOMER'S AND EACH END-USER'S OWN RISK.
- 9.4 In certain countries where applicable mandatory law provides restrictions for the above limitations of warranty and liability, the total aggregate liability of Firstbeat is limited in all circumstances to a sum corresponding to 6 months' Service fees paid by Customer to Firstbeat.
- 9.5 The limitations of liability agreed hereunder will not apply to the extent caused by gross negligence or wilful misconduct.

10 CONFIDENTIALITY

- 10.1 All materials and information provided by Firstbeat to Customer are confidential information of Firstbeat or a third party, and Customer undertakes (and is responsible for that its respective End-Users undertake) to keep all material and information provided by Firstbeat in confidence and may only use the same for the purpose of the Agreement.
- 10.2 Firstbeat undertakes to keep in confidence all Customer Data, End-User Data (to the extent the respective End-User can be identified from the same), as well as any other confidential information obtained from Customer and/or End-Users which should be reasonably understood to be confidential information.
- 10.3 These obligations will not apply to information which (i) is generally known to the public at the time of disclosure or later becomes generally known through no fault of the receiving party; (ii) was known to the receiving party prior to disclosure by the disclosing party; (iii) is disclosed to the receiving party by a third party who did not obtain such information, directly or indirectly, from the disclosing party subject to any confidentiality obligation; (iv) is at any time independently developed by the receiving party as proven by its contemporaneous

written records; or (v) is required by law, court order, a governmental agency or law enforcement security initiatives to be disclosed.

- 10.4 Either party may disclose confidential information to its parent companies and affiliates, provided that such parties agree to be bound by these obligations of confidentiality. Nothing herein prevents Firstbeat from utilizing, processing and transferring to third parties the information inserted in Service in an anonymized format from which Customer or an individual End-User cannot be identified. Either party may disclose publicly that the parties have entered into the Agreement and that the other party is a customer or vendor of the other party.
- 10.5 The confidentiality obligations under this Section will survive the termination of the Agreement for a period of 5 years. However, confidentiality obligation regarding personally identifiable End-User Data will remain confidential indefinitely.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 Firstbeat or a third party retains all rights to Service and all of its offerings, products and deliverables (except title to the physical Devices, if sold to Customer) and related technology including, without limitation, the title and interest to and in Software and all proprietary rights. Firstbeat neither grants nor otherwise transfers any rights of ownership or copyrights in Service or other offerings, products and deliverables, and Customer shall have only such license rights as set out in the Agreement.
- 11.2 Firstbeat will defend or settle any claim against Customer that the unchanged Service infringes intellectual property rights valid in the country from where Service is provided. Customer shall promptly notify Firstbeat in writing of any such claim, and procure the necessary authorizations for Firstbeat to independently litigate or settle the matter at its sole discretion. Firstbeat will take appropriate measures and will pay costs and damages finally awarded against Customer by a competent court. When such a claim is made or appears likely Firstbeat may, at its option, modify Service, procure necessary licenses or provide a replacement. If none of these alternatives is reasonably available, Customer will cease using Service and Firstbeat will refund the fees paid by Customer for services not yet provided on a pro-rated basis. For clarity and irrespective of the above, Firstbeat's liability for infringement claims related to third-party solutions and third-party Devices is always limited to those it receives from the third party in question.

12 TERM AND TERMINATION

12.1 Termination for Convenience

- 12.1.1 Customer may terminate the Agreement and/or one or more Subscriptions for convenience with a 30 days' prior written notice.
- 12.1.2 Firstbeat may terminate the Agreement for convenience with 6 months' prior written notice. In case Customer has active (or pre-paid but not yet active) Subscriptions at the time of termination for convenience by Firstbeat, all such active and/or pre-paid Subscriptions shall expire by no later than within 18 months of Firstbeat's termination notice.
- 12.1.3 The Agreement shall stay in force until the expiration of all Subscriptions, irrespective of the termination for convenience. Any Subscription periods already set to begin or to be invoiced during the termination period will begin and will be invoiced without a possibility for refund. Unless otherwise agreed, Customer may use the Service during the termination period, but may not order new Subscriptions or other deliverables. Upon termination, all unpaid fees and charges owed by Customer shall be due and payable within 14 days. Termination shall

not affect the fees which Firstbeat is entitled to invoice from Customer before the termination.

12.2 Termination for Cause

12.2.1 Either party shall have the right to terminate the Agreement for cause with immediate effect in the event the other party (i) commits a material breach of the Agreement and fails to remedy (if remediable) the same within 30 days from the non-breaching party's written notice of the breach, or (ii) becomes apparently insolvent, has an insolvency order made against the party, goes into liquidation, becomes bankrupt, has a receiver appointed over its assets or undergoes similar or analogous proceedings and fails to deposit an adequate security for the due fulfilment of its obligations under the Agreement.

12.2.2 In case of termination for cause by Firstbeat, all active or pre-paid Subscriptions shall irrevocably expire and Customer's access to Service will be denied with immediate effect. All unpaid fees and charges owed by Customer shall become immediately due and payable. Termination shall not affect the fees which Firstbeat is entitled to invoice from Customer before the termination.

13 DATA PROTECTION

13.1 Firstbeat is the Controller of End-User Data as defined in the General Data Protection Regulation (EU, 2016/679) and thereto related applicable law. Service is fully GDPR compliant and data privacy is given high priority. The way End-User Data and Customer Data is processed and shared depends on the nature of the Subscription, as referred to in Section 1.3 above.

13.2 Service mobile application has built-in personal data processing requests which End-User must read and accept in order to use Service. End-User is not able to use Service without accepting the data processing requests.

13.3 Firstbeat's GDPR-compliant data protection framework is applied by Firstbeat globally. For Customers based outside of EU or using Service outside of EU, Customer shall be responsible for ensuring that the use of Service meets the regulatory requirements in accordance with Section 15.2 below. The same applies in case applicable legislation in a certain jurisdiction would deem that data provided to Customer by Firstbeat or via Service is medical data; in such case it is the Customer's responsibility to abide by the applicable legislation concerning the use of such data, and Firstbeat shall in no case be liable for Customer's use of such data.

13.4 Data protection matters are set out in more detail in the Documentation and Service Privacy Policy, available on Firstbeat's website at <https://www.firstbeat.com/en/firstbeat-life-documents/>.

14 GOVERNING LAW, DISPUTES

14.1 The Agreement shall be governed by the laws of Finland, excluding its choice of law provisions. All disputes concerning Service or the Agreement shall be settled as a first instance before the District Court of Helsinki, Finland. 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.

15 MISCELLANEOUS

15.1 **Marketing Communications.** Unless expressly prohibited by Customer, Firstbeat is entitled to use 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 Customer.

- 15.2 **Legal Requirements.** Legal compliance is important to Firstbeat. Whilst compliance is an essential part of Service design, legal requirements and interpretations vary, and Firstbeat has only limited means to control how Service is used. Customer is responsible for that it provides and uses, and its End-Users use, Service only in accordance with applicable law (including those outlined in Sections 1.4 and 13.3). Customer acknowledges and accepts that certain jurisdictions may place regulatory limitations for the use of Service, and that it is solely the Customer's responsibility to ensure that Customer's use of Service is in compliance with such regulations. If provision of Service would contravene any law or regulation, including but not limited to any applicable trade sanctions, Firstbeat may suspend the Agreement or withhold or restrict such services hereunder immediately without liability.
- 15.3 **Corporate Responsibility.** Environmental and social responsibility as well as good corporate governance are important to Firstbeat. Firstbeat is committed to following its Code of Conduct in all its operations. The Code of Conduct may be updated from time to time, the current version of which is available at <https://www.firstbeat.com/en/code-of-conduct/>
- 15.4 **Force Majeure.** Except for Customer's payment obligations hereunder, neither party will be deemed to be in default or liable for any delays if and to the extent that performance is delayed or prevented by events beyond the reasonable control of such party.
- 15.5 **Assignment, Subcontractors.** Neither party may assign the Agreement either in part or in whole, except that Firstbeat may assign the Agreement to its affiliate or in connection with a transfer of its business. Firstbeat may assign its receivables to a third party, and is entitled to use subcontractors in all cases.
- 15.6 **Backups.** Unless otherwise agreed, each party is responsible for taking and restoration of backup copies of its own data.
- 15.7 **No Waiver.** No waiver of any provision or breach of the Agreement will constitute a waiver of any other provision or subsequent breach.
- 15.8 **Survival.** Any terms and conditions that by their nature or their explicit wording should survive a cancellation or termination of the Agreement shall be deemed to survive any termination of the Agreement.
- 15.9 **Severability.** If any provision of the Agreement 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.
- 15.10 **Independent Contractors.** 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.
- 15.11 **Entire Agreement.** The Agreement constitutes the entire agreement between the parties with respect to wellness services provided by Firstbeat to Customer and supersedes all previous negotiations and understandings regarding the same. Any changes to the Agreement must be made in writing and signed by the authorized representative of both parties.