

GENERAL TERMS FOR FIRSTBEAT SPORTS SERVICE

1. Introduction

These General Terms for Firstbeat Sports Service ("General Terms") shall apply to each sale of Firstbeat Sports Service to a customer ("Customer"), whether agreed by a delivery agreement, accepted offer, or corresponding instrument ("Agreement") and whether entered into between Customer and Firstbeat Technologies Oy (including its affiliates "Firstbeat") or Firstbeat's authorised distributor. However, in each case these General Terms shall be applied directly between Firstbeat and Customer, as applicable.

In case of discrepancy between these General Terms and specific agreement, the terms and conditions of the specific agreement shall prevail. However, in case the Agreement is entered into between Firstbeat's authorised distributor and Customer, these General Terms shall always prevail between Customer and Firstbeat.

2. Definitions

"Additional Service" shall mean any additional or Customer-specific service beyond the scope of the basic Service. Additional Service is supplied by Firstbeat to Customer upon Customer's request. Any terms and fees of Additional Service are to be agreed separately on case-by-case basis. Unless otherwise agreed, Firstbeat's then-current price list will be applied.

"Customer Data" shall mean all the data collected, inserted, and stored on the Service by Customer or the End-User(s), for instance personal details and heart rate measurement data of End-Users or other individuals.

"Data Protection Legislation" shall mean General Data Protection Regulation of the European Union (EU 2016/679) and any other applicable national or EU data protection laws and binding orders issued by authorities.

"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.

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

"Main User" shall mean an individual person designated by Customer to administer and supervise the use of the Service within Customer's organization. Main Users are typically coaches or fitness instructors. Main Users may register other Main Users or End-Users to the Service.

"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 as specified by Firstbeat from time to time.

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

"Software" shall mean the features of Firstbeat's standard form Sports software offered either as a service, for instance as a cloud service available through an Internet browser or

installed locally to the End-User's device. Software is a tool for professional heartbeat analysis as described in the Documentation.

"Sports App" shall mean the Software, which is installed locally to the End-User's mobile device.

"Sports Cloud" shall mean the Software, which is available as a cloud service from Firstbeat's servers, for instance through an internet browser.

"Sports Monitor" shall mean the Software, which is installed locally to the device for the purpose of monitoring, collecting and analyzing data from measurement devices. This is typically used by a Main User to monitor the End-Users' performance.

"End-User" shall mean persons, defined by Customer, whose sports performance, heartbeat information and other personal data is stored in the Service as Customer Data. End-Users are typically athletes.

"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 new features and functions.

"Users" shall mean jointly End-Users and Main Users, i.e. individual persons authorized by Customer to use the Service.

"User ID" shall mean user account provided for Customer by Firstbeat or created by a Main User for other Users.

3. Sports Specific Terms

3.1 General

Firstbeat Sports system is a tool designed for teams and groups to monitor training load and recovery. The monitoring is based on interpreting heartbeat and heart rate variability (HRV) using measurement devices and computer software. The solution is developed for the needs of coaches and fitness instructors for showing heart rate derived information for groups in real time for motivational and teaching purposes. Further details regarding the Sports software and compatibility are described in the Agreement and Documentation.

As described in detail in these General Terms and Firstbeat Privacy policy for Sports, Customer is responsible for any requirements that the local or otherwise applicable legislation may have to preserve the personal data, such as a requirement to inform the Users of the data use or privacy policy or to acquire their permission, or to update or delete the data as needed. The web user interface of the system (Sports Cloud) has a link to the Privacy policy. Firstbeat may change the Privacy policy from time to time, and Customer assumes responsibility to check the policy occasionally to be aware of the most recent version.

Customer shall appoint the Main Users and ensure they are aware of and follow any applicable legislation related to processing the Customer Data, including informing the End-Users of processing and obtaining all consents and permissions necessary according to applicable data protection or privacy legislation. Customer is responsible for all actions and omissions of Users.

3.2 Software License

Upon terms and limitations and against full and timely payment of all applicable fees and charges and subject to agreed amount of User profiles, Firstbeat grants to Customer a restricted, non-exclusive and non-transferable right for the duration of the acquired license:

- (i) to install the Software to as many workstation(s) or device(s) as required for agreed number of User(s) permitted in the Agreement;
- (ii) to use the Software acquired by Customer as agreed upon these General Terms, solely for the agreed purpose in compliance with the Documentation;
- (iii) to access and to use the Service from the Firstbeat server or from locally installed Software;
- (iv) to use the Documentation for internal, non-commercial reference purposes.

Upon expiration or termination of the Agreement for any reason Customer must uninstall the Software and destroy all copies of the Software and Documentation.

Customer and Users shall not: (i) acquire any other rights for 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, 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 Customer pursuant to the Agreement; (iv) modify, enhance or in any other manner change the Software, the Service 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.

Following terms shall apply to Sports App:

Main User may upon its sole risk and liability invite End-Users to use Sports App, which is available in certain territories in certain mobile application stores. Preconditions for the use of Sports App is that the End-Users accept applicable license terms to use of the Sports App, which are made available to the End-User in the Sports App.

Following terms shall apply to Sports API:

Firstbeat has developed the API feature for the Service which makes possible to import certain Customer Data from the Service to a third party's services. Such third-party services are offered by contractors (such as API licensee) directly to Customer who decides of the use of such Customer Data for such services. The Parties may separately agree upon use of API to be used as an interface between the Service and API licensee's applications.

Firstbeat shall have the right to deny access to the Service or terminate any User subscription if the Service is used against the law, orders of the authorities, good customs, the Agreement, Documentation or any written instructions given by Firstbeat, or in case Customer defaults payments or other fees due and payable to Firstbeat which remain unpaid for 14 days after written notice of such breach. Firstbeat notifies Customer if access is denied or subscription is terminated for any reason. Misuse of User IDs, misuse of Customer Data, or attempting to access other software or files located in the Service not described in the Agreement is prohibited.

3.3 Devices

In the event Customer purchases devices from Firstbeat, Firstbeat-branded devices have a limited warranty as set forth in the devices-specific warranty terms

(<https://www.firstbeat.com/en/Firstbeat-Sports-heart-rate-device-warranty-information>).

Any third-party devices shall only include such third party's warranty terms, in which Customer's sole remedy shall be with the third party and not with Firstbeat. Customer is responsible for the proper use and maintenance of the devices as instructed by Firstbeat.

In the event that Firstbeat leases or loans devices, the specific terms shall be separately agreed.

4. Other Terms

4.1 General Obligations of the Parties

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

Customer is responsible for using the Service according to applicable legislation in Customer's territory and field of business, including fulfilling all regulatory requirements when using the Service.

All payments will be made by Customer in accordance with the Agreement. Customer is obligated to use the Service always subject to its compliance with the Agreement and applicable Documentation and in exchange for full payment of applicable payments. Customer is responsible for (i) actions of the User(s); (ii) interpretations and analysis made by Customer or its representatives from the data or reports provided by the Service; and (iii) obtaining all consents and permissions necessary according to applicable data protection or privacy legislation.

Customer is obligated to acquire and maintain Operating Environment for the Service in accordance with the minimum requirements of Firstbeat. In the event Customer requests assistance from Firstbeat in interpreting or analysing the reports provided by the Service, the conditions shall be separately agreed as Additional Service.

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

Customer shall appoint a Main User to administer and supervise the use of the Service within Customer's organization.

Customer is obligated to ensure that User(s) keep User IDs confidential. Customer is always responsible for the misuse of lost User IDs or any other misuse of User IDs. In the event the use of User IDs is in breach of the Agreement Firstbeat is entitled, at its discretion, to charge additional fees or terminate Customer's right to use the Service.

4.2 Delivery and Acceptance

Firstbeat shall deliver to Customer User IDs and make all measures necessary for opening the user account(s) and granting access to User(s).

The delivery of agreed components, such as devices and accessories, is deemed to be accepted by Customer unless Customer delivers Firstbeat a written notice itemizing the errors within 14 days from the date when Firstbeat has initially granted Customer access to the Service and the delivery in question is received. Customer shall inform Firstbeat in writing of any Errors in the Service and/or Software without delay.

4.3 Contact Person

Customer shall appoint a contact person to represent Customer and be responsible for ensuring a fluent communication between Firstbeat and Customer.

4.4 Fees and Payment Terms

All payments will be made by Customer in accordance with the Agreement executed between 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 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.

All training and delivery of equipment will be invoiced upon delivery. Pre-payment contains items specifically included in service pack offered.

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 will be charged at the new, revised price. Unless otherwise agreed, all payments will be made in euros. Payments will be made upon ordering, or in case Firstbeat and Customer agree on invoicing, the payment term 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 10 %.

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.

To the extent allowed by mandatory law, none of the products or deliverables already paid by Customer to Firstbeat will be refunded for any reason, unless otherwise explicitly stated in the Agreement between Firstbeat and Customer.

In case Firstbeat denies Customer's or Users' access to Service due to a default of Customer or User, 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.

4.5 Service Provision

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.

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.

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.

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.

4.6 No Warranties, Limitation of Liability

Customer acknowledges that Service provides physiology-based information on End-Users' sports performance 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 Users or Customer from the data Service provides. Users use Service solely at their own risk and cost.

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.

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.

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.

The limitations of liability agreed hereunder will not apply to the extent caused by gross negligence or wilful misconduct.

4.7 Confidentiality

All material and information provided by Firstbeat to Customer, such as the Service, Software and Documentation, are confidential information of Firstbeat or a third party. Customer agrees and undertakes to maintain such materials in confidence and not to use for any other purposes than the purpose of this Agreement. 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 confidential information obtained from Customer and/or End-Users which should be reasonably

understood to be confidential information.

No obligations are imposed by this Section with respect to a party's confidential information if that 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;
- (c) 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;
- (d) is at any time independently developed by the receiving party as proven by its contemporaneous written records; or
- (e) is required by law, court order, a governmental agency or law enforcement security initiatives to be disclosed.

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.

The confidentiality obligations shall remain in force during validity of this Agreement and 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.

4.8 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 Customer, and 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. 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 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 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 Customer Firstbeat refunds the payments corresponding the time period during which the Service has not been in use due to such infringement and, if the Agreement contains pre-paid assessment credits, refunds valid, unused credits according to the unit price of last credit purchase.

4.9 Term of Agreement

The Agreement shall be in force in accordance with the Agreement.

If the Agreement is terminated by Customer, no refund of already invoiced payments will

be made.

Unless otherwise agreed, the termination period by Firstbeat is 6 months. If the Agreement includes an already invoiced fixed period, the termination by Firstbeat must be done at latest 6 months prior to the end of the fixed period.

Firstbeat is committed to keeping Customer Data in the Software for 36 months, after which Firstbeat will erase Customer Data from the Software. Upon request of Customer, Customer Data can be removed immediately after the end of the customer relationship. If due to Customer field of business and/or applicable legislation Customer Data must be kept for longer than the time defined above, this will be separately agreed as an Additional Service. Customer is responsible for informing Firstbeat of this and for agreeing a new time period. If Customer wants a copy of Customer Data and Customer presents the justification and mandate to receive the data, Firstbeat may provide the material to Customer in a way separately agreed in exchange for a reasonable reimbursement of costs to Firstbeat. Customer is responsible for the legality of such requested data handover.

4.10 Regulatory 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. Customer acknowledges and accepts that certain jurisdictions may place regulatory limitations for the use of Service, and that it is solely 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.

4.11 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/>.

4.12 Data Protection

Customer is the data controller as defined in the Data Protection Legislation, of personal data saved in Software, and thus, Customer is responsible for all obligations set out for data controllers in the Data Protection Legislation regarding such personal data. Customer ensures that it has legal basis for processing personal data based on the Agreement, and that it has acquired all necessary and legally required consents required for Firstbeat to process personal data in conjunction with the provision of Service in accordance with the Agreement.

If Customer does not fulfil the requirements for processing of personal data set out in the Data Protection Legislation, Customer commits to process and save only anonymous data, which is not subject to Data Protection Legislation, and may not otherwise transfer personal data to Firstbeat.

To the extent Customer Data saved in the Software includes personal data, Firstbeat's Data Processing Addendum shall be automatically applied to such processing of personal data by Firstbeat on behalf of Customer. Firstbeat's Data Processing Addendum is available at <https://www.firstbeat.com/en/privacy/sports-dpa/>.

4.13 Marketing Communication. Firstbeat Brand

Firstbeat and Customer may jointly publish press releases concerning the use of the Service. 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.

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

- (i) In all of its activities, Customer agrees to abide by the Firstbeat Brand Guidelines, available at <https://content.firstbeat.com/hubfs/Sports/Firstbeat-Sports-Brand-Book-For-Partner.pdf>.

5. FINAL PROVISIONS

Customer agrees and accepts that Firstbeat shall be entitled to access and have a copy and to utilize certain measurement results in an anonymized form for statistics, scientific research, and development purposes. If needed, Customer shall inform Users of such data disclosure in accordance with Data Protection Legislation. The delivery of any such data shall be performed periodically by Firstbeat without any payment obligations from a party to the other party. For avoidance of doubt, any such data is anonymized and contains solely statistical information (such as age and gender) and measurement results, and does not contain any information which makes it possible to identify any individual person behind the data.

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 to its affiliated company or in connection with a merger or 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, including these General Terms, 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, employee 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.

The Agreement, including these General Terms, 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 shall be finally settled in district court of Helsinki, Finland.

Firstbeat may update these General Terms from time to time in its sole discretion. It is always on Customer's responsibility to familiarise itself with the then-current terms. These General Terms shall be valid from 2024/01/30.