

DATA PROCESSING ADDENDUM

Date updated: June 12, 2026

1 PARTIES AND ROLES

- 1.1 This Data Processing Addendum (“**DPA**”) is an integral part of the General Terms for Firstbeat Sports Service and therefore automatically applicable to each sale of Firstbeat Sports service (“**Service**”) to a customer (“**Customer**” or “**Controller**”), whether agreed by a delivery agreement, accepted offer or corresponding instrument (“**Agreement**”) entered into between Customer and Firstbeat Technologies Oy (including its affiliates “**Firstbeat**” or “**Processor**”).
- 1.2 Firstbeat is the data processor, and Customer is the data controller of any personal data of its data subjects processed during the provision of Service to Customer in accordance with the Agreement.

2 BACKGROUND AND PURPOSE

- 2.1 This DPA shall apply to the processing of personal data by Processor under the Agreement, whether received directly or indirectly from Controller or collected on behalf of Controller.
- 2.2 In this DPA, “**Legislation**” shall mean the General Data Protection Regulation of the European Union (EU 2016/679, “**GDPR**”), the UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications 2003 (as amended) and any other applicable national, UK or EU data protection laws and regulations, together with any binding orders issued by competent supervisory authorities. Unless otherwise expressly stated or the context otherwise indicates, the terms used in this DPA relating to data protection and the processing of personal data shall have the same meaning as in GDPR.
- 2.3 The detailed description on the processing of Customer’s personal data by Processor under the Agreement is set out below in Appendix 1 to this DPA.

3 CONTACT PERSONS

- 3.1 Processor’s contact person with respect to matters related to this DPA is:
Data Protection Officer, Jermu Mäkinen
Yliopistonkatu 28 A, 40100 Jyväskylä, Finland
security@firstbeat.com
Tel. +358 40 575 8481
- 3.2 Controller’s contact person is set out in the Agreement or otherwise communicated to Processor. Controller may change its contact person at any time by notifying Processor in writing of the new contact person and their contact information.

4 GENERAL RIGHTS AND OBLIGATIONS

- 4.1 Each Party shall process personal data in accordance with the Agreement, this DPA, and the Legislation applicable to such Party.
- 4.2 Processor shall process personal data only to the extent necessary for the provision of Service for Controller in accordance with the Agreement, including but not limited to for purposes of Sections 3, 4 and 5 of the General Terms for Service. In addition, Processor shall assist Controller upon request and against separate charge in fulfilling Controller’s obligations under Legislation as follows:

- (i) Processor shall provide Controller with any information available to Processor necessary for the execution of data subjects' rights or for responding to inquiries from authorities; and
- (ii) Processor shall participate in the impact assessment of personal data processing and/or in the prior consultation with the supervisory authority, in each case to the extent required under Legislation.

4.3 Depending on Controller's choice, Processor shall either delete or return all personal data to Controller when the processing of personal data is no longer necessary for the provision of the Service in accordance with the Agreement, except if applicable legislation requires the retention of such data.

4.4 Each Party undertakes to inform the other Party of any inquiries received from data subjects or authorities that require action by the other Party, and to cooperate upon the other Party's request in responding to such inquiries. Processor will primarily aim to direct communication to be conducted between Controller and the data subjects or authorities and will participate in responding to inquiries only if instructed in writing by the Customer or required by the authority or applicable law.

4.5 If Controller instructs Processor to perform an action that exceeds the scope of Service in accordance with the Agreement and which is more than minor in nature, then Processor has the right to charge Controller separately for performing such action.

5 CONTROLLER'S INSTRUCTIONS

5.1 Controller has the right to provide written instructions to Processor regarding the processing of personal data. Processor shall process personal data in accordance with this DPA, Legislation, and any written instructions provided by Controller, unless otherwise required by legislation applicable to Processor. In such cases, Processor shall inform Controller of such requirements and instructions, if so allowed.

5.2 Controller is responsible for ensuring that it processes personal data in accordance with Legislation and good data processing practices, and that any written instructions it provides for the processing of personal data are in line with the obligations of the Agreement and do not violate Legislation.

5.3 Due to the standardized nature of Service, processing of personal data in accordance with written instructions provided by Controller that are outside the Service described in the Agreement may cause Processor additional work and costs. In some cases, such processing may not be technically possible. If Controller provides instructions for the processing of personal data that are outside Service scope, the Parties must agree separately on such changes. In such cases, Processor has the right to charge Controller for additional work and costs on a time and material basis.

6 USE OF SUB-PROCESSORS

6.1 Controller acknowledges that Processor may engage third-party sub-processors to process Customer's personal data on behalf of Processor in connection with the provision of the Service.

6.2 Processor shall ensure its sub-processors process personal data only in accordance with the Legislation and this DPA, and shall be fully responsible for any acts and omissions of its sub-processors with respect to their processing of Controller's personal data under the Agreement.

- 6.3 Current list of sub-processors is set out below in [Appendix 1](#) to this DPA. Processor shall inform Controller of any intended changes concerning the addition or replacement of sub-processors. Controller may object to Processor's use of a new sub-processor on reasonable grounds by notifying Processor promptly in writing within 30 days after the notification of intended change has been sent. If Controller does not object the change or addition of a sub-processor during that timeframe, the new or replaced sub-processor shall be deemed accepted by Controller. A new sub-processor may only process Controller's personal data after Controller has accepted the new sub-processor in accordance with this Section.

7 LOCATION OF PERSONAL DATA

- 7.1 Processor primarily processes personal data only within the European Union member states. However, Processor is entitled to transfer personal data outside the EU, EEA or other countries that ensure an adequate level of protection in accordance with the Legislation. In such case, the Parties commit to conclude the Standard Contractual Clauses for the transfer of personal data approved by the European Commission or to ensure otherwise that the transfer meets the requirements of the Legislation prior to transfer of personal data.

8 CONFIDENTIALITY AND DATA SECURITY

- 8.1 Processor shall ensure that any persons processing personal data have committed themselves to confidentiality or are subject to a statutory duty of confidentiality.
- 8.2 Considering the nature of the processing, Processor implements the necessary appropriate technical and organizational measures in accordance with Processor's security practices to ensure the security of personal data. Due to the standardized nature of the Service, customer-specific security guidelines and practices cannot be taken into account.
- 8.3 Processor will notify Controller of any personal data breaches without undue delay upon becoming aware of the breach, and will take necessary actions to rectify the breach, limit its effects, and, as far as reasonably possible, prevent any similar breaches in the future. In its notification, Processor will provide information about the personal data breach, including related details, its impacts, and the corrective actions taken. Additionally, Processor will provide Controller with reasonable additional information about the personal data breach upon Controller's request. Upon request and against a separate fee, Processor may also assist Controller in reporting the personal data breach to supervisory authorities and data subjects.

9 AUDITING

- 9.1 Controller, or a professional third-party auditor authorized by Controller, who is not a competitor of Processor, has the right to inspect once a year during the term of the Agreement that Processor processes personal data in accordance with this DPA and Legislation.
- 9.2 The auditor must sign a confidentiality agreement before conducting the audit. Processor will participate in the audit and provide Controller or its authorized auditor with the information necessary for carrying out the audit. The parties will agree in advance on the timing and scope of the audit.
- 9.3 For those subcontractors used by Processor whose processing of personal data is limited to theoretical technical access to personal data (such as the providers of capacity services), Controller's right to audit is limited to Processor providing reasonable information upon Controller's justified request that its subcontractor processes personal data in accordance with Legislation (e.g., by providing an audit report or third-party certificate).

- 9.4 Controller bears all costs of the audit, and Processor has the right to charge Controller for the time and expenses incurred from the audit. If the audit shows that Processor's processing of personal data is in material breach of this DPA or Legislation, Processor is responsible for its own costs related to the audit. If faults or deficiencies in the processing of personal data by Processor are identified during the audit, Processor commits to correcting these faults and deficiencies promptly at its own expense.
- 9.5 The provisions set out in this Section shall not limit Controller's or the supervisory authorities' audit or other inspection rights in accordance with the Agreement or applicable mandatory law.

10 OTHER TERMS

- 10.1 **Term.** This DPA shall remain valid as long as the Agreement is in force or Processor otherwise processes Controller's personal data.
- 10.2 **Applicable Price List.** Processor shall invoice Controller for any possible separate charges under this DPA on a time and material basis according to the price list applicable to the Agreement. If the Agreement does not specify a time and material-based charge, Processor's general price list shall be applied.
- 10.3 **Limitations of Liability.** The limitations of liability set out in the Agreement shall be applied to this DPA.
- 10.4 **Amendments.** Firstbeat may amend this DPA from time to time. The most recent version is always available at <https://www.firstbeat.com/en/privacy/sports-dpa/>. It is recommended for customers to regularly visit the DPA page in order to familiarize themselves with the latest version of this DPA.
- 10.5 **Appendices.** The following Appendix forms an integral part of this DPA:
Appendix 1 Description on the Processing of Personal Data

APPENDIX 1: DESCRIPTION ON THE PROCESSING OF PERSONAL DATA

1 NATURE AND PURPOSE OF PROCESSING

Processor processes personal data on behalf of Controller in order to provide the agreed Service in accordance with the Agreement and General Terms for Service.

2 CATEGORIES OF DATA SUBJECTS

Processor processes the following categories of data subjects:

- Controller's employees
- All data subjects whose personal data Controller submits to the Software

3 TYPES OF PERSONAL DATA

Processor processes the following types of personal data:

- Information submitted to the Software, such as name, email address, sports team, date of birth, gender, height and weight
- Information collected by the measuring devices (including variables calculated based on such information), such as heart rate, movement information, activity class, oxygen consumption, energy expenditure, respiration rate, appearance, intensity of detected stress and recovery reactions
- Information regarding the use of the Service, such as language and other personal settings and information
- Other personal data as may be submitted by the Controller or data subjects

4 APPLICABLE DATA SECURITY MEASURES

Processor follows its own data security measures, which are compliant with the Legislation.

5 DURATION OF PROCESSING

Processor processes personal data on behalf of Controller for the term of the Agreement.

6 LIST OF SUB-PROCESSORS

NAME	DESCRIPTION	LOCATION
Amazon Web Services, Inc.	Capacity services	Germany, Sweden