

UPTIVO SERVICE LICENSE AGREEMENT

This Services Agreement (the "Agreement") governs the Customer's acquisition and use of UPTIVO services. Acceptance occurs when the Customer (1) signs this Agreement, (2) executes an Order Form referencing it, or (3) uses the free services. Where acceptance is given on behalf of a legal entity, the signatory affirms authority to bind that entity and its affiliates, and "Customer" means such entity and its affiliates. The Agreement also governs any free trial or free services. Direct competitors of UPTIVO may not access the Services without UPTIVO's prior written consent, and the Services may not be accessed for benchmarking or competitive purposes.

This Agreement was last updated on May 5, 2026 and is effective between the parties as of the Customer's date of acceptance (the "Effective Date").

1. DEFINITIONS

Affiliate: Any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where "control" means ownership of more than 50% of voting interests.

Agreement: This Service License Agreement, including its annexes (in particular the Data Processing Agreement at Annex A) and any Order Form incorporated by reference.

Beta Services: UPTIVO services or features designated as beta, pilot, limited release, developer preview, non-production, evaluation, or otherwise indicated as non-final.

Content: Information made available to Customer through the Services from publicly available sources or third-party content providers, as detailed in the Documentation.

Customer: The individual or legal entity accepting this Agreement; where acceptance is on behalf of an entity, includes that entity's Affiliates that have entered into Order Forms.

Customer Data: Electronic data and information submitted by or for the Customer to the Services, excluding Content and Non-UPTIVO Applications.

Data Protection Laws: All applicable laws and regulations relating to the processing of Personal Data, including Regulation (EU) 2016/679 ("GDPR"), Italian Legislative Decree 196/2003 as amended, and the e-Privacy Directive (2002/58/EC) as locally implemented.

DPA: The Data Processing Agreement attached as **Annex A**, entered into pursuant to Article 28 GDPR and forming an integral part of this Agreement.

End User: Any natural person who uses or accesses the Services through Customer or a User, including gym members, training participants, athletes and other natural persons enrolled in programs operated by Customer. The term "End User" includes Users and any other natural persons authorized by Customer to receive or experience the Services.

Non-UPTIVO Application: Any application, software, service or product (web-based, mobile, offline or otherwise) provided by Customer or a third party that interoperates with the Services and is not part of the Services.

Order Form: An ordering document specifying the Services provided hereunder, executed between Customer (or its Affiliate) and UPTIVO, including any addenda.

Personal Data: Has the meaning given in the GDPR. Where used in this Agreement, refers to Customer Data that constitutes personal data.

Purchased Services: Services purchased under an Order Form or online purchasing portal, as distinguished from services provided free of charge or under a free trial.

Services: The products and services ordered by Customer under an Order Form or made available free of charge or under a free trial, including any associated offline or mobile components, as described in the Documentation made available by UPTIVO.

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Sub-processor: Any third party engaged by UPTIVO to process Personal Data on behalf of the Customer in connection with the provision of the Services.

UPTIVO: UPTIVO S.r.l., registered office at Via L. Vitali 1, 20122 Milano (MI), Italy, VAT IT08849150969, certified email (PEC) euvic@legalmail.it.

User: An individual authorized by Customer to use a Service for whom Customer has purchased a subscription (or, for free Services, for whom a Service has been provisioned), and to whom Customer has supplied access credentials.

2. UPTIVO RESPONSIBILITIES

2.1 Provision of Purchased Services. UPTIVO will (a) make the Services and Content available to Customer under this Agreement, the applicable Order Forms and the Documentation, (b) provide standard support at no additional charge (and upgraded support if purchased), (c) use commercially reasonable efforts to meet the Service Levels in Section 3 (excluding planned maintenance and Force Majeure), and (d) deliver the Services in compliance with laws applicable to UPTIVO's general provision of its Services, subject to Customer's compliant use.

2.2 Protection of Customer Data. UPTIVO will maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data, against unauthorized access, disclosure, alteration or destruction. The processing of Personal Data is governed by the DPA. In case of conflict between this Section and the DPA on the processing of Personal Data, the DPA prevails.

2.3 UPTIVO Personnel. UPTIVO is responsible for its personnel's performance and their compliance with UPTIVO's obligations hereunder.

2.4 Beta Services. Beta Services are provided **"AS IS" and "AS AVAILABLE"**, without warranty. Notwithstanding any contrary provision: (a) the Service Levels in Section 3 do not apply, (b) UPTIVO may discontinue Beta Services at any time, and (c) UPTIVO's aggregate liability for Beta Services shall not exceed **one hundred Euro (€ 100)**, in derogation of Section 11.1. The foregoing is subject to Section 11.3 (Mandatory Carve-out).

2.5 Free Trials and Free Services. Free trials and services that UPTIVO provides without charge are governed by this Agreement, are offered **"AS IS"** without warranty, and may be discontinued by UPTIVO at any time without liability.

3. SERVICE LEVELS

3.1 Uptime Commitment. UPTIVO will use commercially reasonable efforts to make the production Purchased Services available with a monthly uptime of at least **99.5%**, calculated on a calendar-month basis (the "Service Level").

3.2 Service Credits. Where UPTIVO fails to meet the Service Level in a calendar month, Customer's sole remedy is a service credit calculated on the monthly fee for the affected Services: (a) below 99.5% but at or above 98.5% — **10%**; (b) below 98.5% but at or above 95.0% — **20%**; (c) below 95.0% — **30%**. Total credits per calendar year shall not exceed 30% of the annual fees for the affected Services. Credits are applied to future invoices and are **not redeemable for cash**. Customer must request the credit in writing within thirty (30) days of the end of the relevant month. Service Credits are Customer's exclusive remedy for failures to meet the Service Level, without prejudice to Section 11.3.

3.3 Planned Maintenance. UPTIVO will use commercially reasonable efforts to schedule maintenance outside Italian business hours and to provide at least forty-eight (48) hours' prior notice. Planned maintenance time is excluded from the uptime calculation.

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3.4 Exclusions. The Service Level does not apply to: (a) Beta Services and free Services, (b) issues caused by Customer Data, Non-UPTIVO Applications, or acts/omissions of Customer or Users, (c) failures of third-party wearable devices, third-party networks or end-user devices outside UPTIVO's reasonable control, (d) Force Majeure Events, or (e) suspensions under Section 5.5 or otherwise permitted under this Agreement.

3.5 Third-Party Service Failures. Where any failure to meet the Service Level is caused, in whole or in part, by a failure, outage, degradation or disruption of services provided by a third-party Sub-processor (including, without limitation, hosting providers, AI service providers and database providers listed in Annex 1 of the DPA), UPTIVO's liability and the Service Credits owed to Customer shall not exceed the credits, refunds or remedies actually obtained by UPTIVO from the relevant Sub-processor and attributable to the affected Services. Customer expressly acknowledges that UPTIVO has no control over Sub-processor performance and that this allocation of risk is a material consideration for the pricing of the Services.

4. USE OF SERVICES AND CONTENT

4.1 Subscriptions. The Services and Content are provided on a subscription basis, as specified in the Order Form or the Documentation. Customer purchases are based on the current offering and not on future functionality.

4.2 Wearables Compatibility. The Services interoperate with various third-party heart-rate monitors via Bluetooth and ANT+, as further described in the Documentation. UPTIVO LIVE and the personal UPTIVO app are exclusively used with UPTIVO monitors unless otherwise specified in the Order Form. Signal performance and accuracy of third-party wearable devices not manufactured by UPTIVO are beyond UPTIVO's control and are not UPTIVO's responsibility.

4.3 Fitness Use; No Medical Device. The Services are designed solely for **fitness, sport-monitoring and wellness** purposes. They are **NOT** a medical device under Regulation (EU) 2017/745 (MDR) or Italian Legislative Decree 46/1997, are **NOT** CE-marked as a medical device, and are **NOT** intended or suitable for the diagnosis, treatment, cure, prevention, monitoring or alleviation of any disease, injury, disability or medical condition. The Services must not be relied upon as medical advice or as a substitute for professional medical judgment. Heart-rate values, performance metrics and any other physiological data displayed through the Services are indicative only and may be inaccurate. Customer expressly acknowledges that: (a) Customer is solely responsible for assessing the suitability of the Services for its End Users, including obtaining medical clearance where appropriate; (b) Customer shall ensure that End Users are informed in writing, prior to use, that the Services are not a medical device and shall not be used for health-related decisions; (c) Customer shall require End Users to consult qualified medical professionals before engaging in physical activity monitored through the Services and before relying on any data generated by the Services; (d) Customer assumes all risk arising from use of the Services by its End Users, including risk of injury, cardiac events, or other adverse health outcomes; (e) Customer shall maintain adequate liability insurance covering its activities and its End Users' use of the Services. Customer further acknowledges that the Services may store clinical and body-measurement data provided by Customer or End Users (including blood pressure, blood glucose, body composition results and fitness test outcomes). Such data is stored as input from Customer's medical, clinical or assessment activities and is **NOT** processed, validated, interpreted or analyzed by UPTIVO for medical purposes; Customer remains solely responsible for the medical reliability, accuracy and lawful use of such data. UPTIVO disclaims all liability for any health-related outcomes arising from use of the Services, to the maximum extent permitted by Section 11.

4.4 Usage Restrictions. The Services and Content are for the Customer's and Users' own use. Customer shall not (a) resell, sublicense or share access without authorization, (b) use the Services for unlawful activities, (c) disrupt service integrity or bypass usage limits, (d) infringe third-party intellectual property, (e) modify, copy or create derivative works of the Services or Content without authorization, or (f) develop products or services that directly compete with the Services using the Services or Content. Non-UPTIVO Applications are used at Customer's risk.

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5. FEES AND PAYMENT

5.1 Fees. Customer pays all fees set out in Order Forms or service-activation emails. Fees are based on the chosen subscription plan, not on usage, and are **non-cancellable and non-refundable** for the entire subscription term. Annual subscription fees cover one year and cannot be cancelled once activated; renewal mechanics are governed by Section 5.2. Subscription levels cannot be reduced during the then-current term; reductions are permitted at renewal upon written notice given at least thirty (30) days before the end of the then-current term.

5.2 Renewal.

(a) Monthly Subscriptions. Monthly subscriptions paid by recurring credit card via Stripe shall automatically renew for successive monthly periods unless Customer provides written notice of non-renewal at least **thirty (30) days** prior to the next renewal date. Where notice is given less than thirty (30) days before the next renewal date, the subscription shall renew for one further monthly period and terminate at the end of that period. The renewal price shall not exceed the price applied during the then-current term increased by the higher of (i) the annual variation of the Italian ISTAT FOI consumer price index, or (ii) **five percent (5%)**. Any increase exceeding this cap requires Customer's express written consent; in absence of such consent, the subscription renews at the capped price. UPTIVO shall send a payment notice at least **seven (7) days** before any auto-renewal charge.

(b) Annual Subscriptions. Annual subscriptions shall **not** automatically renew. They expire at the end of the term in the Order Form, and any renewal requires a new Order Form executed by the parties. UPTIVO shall send Customer a renewal proposal at least **sixty (60) days** before the end of the then-current annual term, by email to the billing contact in the Order Form. If Customer continues to access or use the Services after expiration of an annual subscription without executing a new Order Form, UPTIVO may suspend or deactivate access without further notice. Should UPTIVO elect to continue providing access, such use shall be governed by this Agreement on a month-to-month basis at the most recent applicable fees, terminable by either party on thirty (30) days' written notice.

5.3 Invoicing. Customer shall provide valid payment information or an approved purchase order. Credit card payments authorize UPTIVO to charge for the subscription period stated in the Order Form, including, for monthly subscriptions, auto-renewals under Section 5.2(a). Customer shall keep billing information up to date.

5.4 Overdue Charges. Late payments accrue interest at the rate of the European Central Bank reference rate plus eight (8) percentage points pursuant to Italian Legislative Decree 231/2002, calculated from the due date until full payment, without need for prior formal notice (costituzione in mora).

5.5 Suspension. If payments are overdue, UPTIVO may, after notice (except for declined payments), demand immediate payment of all fees and suspend the Services until full payment. Suspension does not relieve Customer of payment obligations.

5.6 Taxes. Quoted prices do not include taxes, which are Customer's responsibility. UPTIVO will invoice taxes it is required to collect unless a valid exemption certificate is provided.

5.7 Set-off. Each party may set off any liquid, due and undisputed amount owed by the other party against amounts owed to the other party under this Agreement, provided that written notice of the set-off is given at least fifteen (15) days in advance. Customer shall not be entitled to suspend, withhold or set off any payment due to UPTIVO on the basis of disputed claims, alleged defects or counterclaims that have not been finally determined by the competent forum under Section 17.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights granted herein, UPTIVO, its Affiliates, licensors and Content providers reserve all right, title and interest in and to the Services and Content, including all intellectual property rights. No additional rights are granted to Customer.

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6.2 Access to and Use of Content. Customer is granted the right to access and use the applicable Content under the relevant Order Forms, this Agreement and the Documentation.

6.3 License by Customer to UPTIVO. Customer grants UPTIVO, its Affiliates and contractors a worldwide, limited-term, non-exclusive license to host, copy, modify (solely as necessary for backup, format conversion and operation of the Services), use, transmit and display Customer Data, Non-UPTIVO Applications and code created by or for Customer in connection with a Service, to the extent necessary to provide and operate the Services. Where Customer uses a Non-UPTIVO Application with a Service, Customer also authorizes UPTIVO to permit the Non-UPTIVO Application and its provider to access Customer Data as necessary for integration. UPTIVO acquires no right, title or interest in Customer Data, Non-UPTIVO Applications or such code beyond the limited license above.

6.4 License to Use Feedback. Customer grants UPTIVO and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose and integrate any suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or Users.

6.5 Marketing Reference. Customer grants UPTIVO a non-exclusive, worldwide, royalty-free license to use Customer's name, trademarks and logo solely to identify Customer as a customer on UPTIVO's website, marketing materials and customer reference lists. Customer may revoke this license at any time by written notice to UPTIVO under Section 15. Following such revocation, UPTIVO will use commercially reasonable efforts to remove Customer's references from digital materials within thirty (30) days; printed and previously distributed materials shall not be required to be recalled, but UPTIVO shall not include Customer's references in any new printing or distribution.

7. CONFIDENTIALITY

7.1 Confidential Information. "Confidential Information" means information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party") that is marked confidential or that should reasonably be understood as confidential given its nature and the context of disclosure. Customer Data is Confidential Information of Customer; the Services, Content, agreement terms and Order Forms (including pricing) are Confidential Information of UPTIVO. Confidential Information does not include information that is or becomes public without breach, was lawfully known prior to disclosure, is rightfully received from a third party without confidentiality duties, or is independently developed by the Receiving Party.

7.2 Protection. The Receiving Party shall protect Confidential Information using the same care as for its own confidential information (and not less than reasonable care), use it only for purposes of this Agreement, and limit access to authorized personnel and contractors bound by no less protective confidentiality undertakings. Disclosure to third parties requires prior consent, except for disclosures to Affiliates, legal counsel or accountants, or disclosures required by law or regulatory authority.

8. DATA PROTECTION

8.1 Compliance and DPA. Each party shall comply with applicable Data Protection Laws. With respect to Personal Data within Customer Data, Customer is the data controller and UPTIVO is the data processor. The processing of Personal Data is governed by the **DPA at Annex A**, which sets out (in accordance with Article 28 GDPR) the subject-matter, duration, nature and purpose of processing, categories of Personal Data and data subjects, sub-processors, technical and organizational measures, breach-notification timing, audit rights and international-transfer safeguards.

8.2 Fitness Data. Heart-rate, performance and related metrics processed via the Services are processed for fitness, sport-monitoring and wellness purposes only, and not by UPTIVO for medical diagnosis or treatment (see Section 4.3). Customer is responsible for determining the lawful basis applicable to its Users and for providing all required notices and obtaining all required consents.

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8.3 Data Export and Deletion. Upon termination or expiry of this Agreement, Customer shall have a window of **thirty (30) days** during which the export functionality made available by UPTIVO remains accessible for Customer Data export. After such window, UPTIVO will delete or destroy all Customer Data, unless legally required to retain it. Notwithstanding the foregoing, UPTIVO shall continue to assist Customer, as Data Controller, in responding to data subject rights requests under Chapter III GDPR concerning Personal Data still retained by UPTIVO, in accordance with the DPA. Assisted exports requiring custom engineering effort beyond the standard self-service export functionality shall be billable at UPTIVO's then-current professional services rates.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, DISCLAIMERS

9.1 Representations. Each party represents that it has the authority and legal capacity to enter into this Agreement.

9.2 UPTIVO Warranties. UPTIVO warrants that, throughout the subscription term, (a) the Services will substantially perform as described in the Documentation, (b) UPTIVO will not materially reduce the security of the Services, and (c) UPTIVO will provide the Services in compliance with the DPA. Customer's exclusive remedy for breach is, at UPTIVO's option, repair of the non-conformity or termination of the affected subscription with a pro-rata refund of pre-paid fees for the unused portion of the term. Customer must notify UPTIVO in writing within **thirty (30) days** of becoming aware of the non-conformity; failure to do so waives the remedies under this Section. The thirty (30) day notification period under this Section is a substantive term specifically agreed by the parties and approved pursuant to Articles 1341 and 1342 of the Italian Civil Code.

9.3 DISCLAIMERS. EXCEPT FOR THE WARRANTIES IN SECTION 9.2, NO OTHER WARRANTIES ARE GIVEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UPTIVO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE FROM HARMFUL COMPONENTS, AND, WITH REASONABLE NOTICE FOR MATERIAL CHANGES, MAY MODIFY THE SERVICES OR RESTRICT ACCESS, PROVIDED THAT NO MODIFICATION SHALL MATERIALLY DEGRADE THE FUNCTIONALITY OF A PURCHASED SERVICE DURING THE THEN-CURRENT TERM. UPTIVO DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, RELIABILITY OR CONTENT OF THE SERVICES.

10. INDEMNIFICATION

10.1 By UPTIVO. UPTIVO shall defend Customer against any third-party claim alleging that the use of a Purchased Service in accordance with this Agreement infringes such third party's intellectual property rights (an "**IP Claim**"), and shall indemnify Customer for damages, attorneys' fees and costs finally awarded against Customer (or amounts paid under a settlement approved in writing by UPTIVO). The above does not apply where the claim arises from (a) Customer Data, Non-UPTIVO Applications or third-party content, (b) modification of the Services other than by UPTIVO, (c) use of the Services in combination with anything not provided by UPTIVO where the infringement would not have arisen but for such combination, or (d) use of the Services in violation of this Agreement or applicable law. If the Services become, or in UPTIVO's reasonable opinion are likely to become, the subject of an IP Claim, UPTIVO may, at its sole option and expense: (i) procure for Customer the right to continue using the affected Services; (ii) modify or replace the affected Services so that they no longer infringe, while retaining substantially equivalent functionality; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate the affected subscription and refund any pre-paid fees for the unused portion of the term. The remedies set forth in this Section 10.1 constitute UPTIVO's sole and exclusive liability and Customer's exclusive remedy for any IP Claim.

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10.2 By Customer. Customer shall defend UPTIVO and its Affiliates against any third-party claim arising from (a) Customer Data or its use with the Services in violation of this Agreement, (b) Non-UPTIVO Applications used by Customer, (c) Customer's or any User's use of the Services in violation of this Agreement, the Documentation or applicable law, (d) Customer's breach of Section 4.4 (Usage Restrictions), or (e) any claim by an End User or third party for personal injury, health-related damages, medical conditions, or wrongful death arising from or relating to use of the Services, including any reliance on the Services for health-related decisions in violation of Section 4.3, and shall indemnify UPTIVO accordingly.

10.3 Procedure. The indemnified party shall (a) promptly notify the indemnifying party in writing, (b) give the indemnifying party sole control of the defense and settlement (provided that no settlement requiring the indemnified party to admit liability or pay any amount may be made without that party's written consent), and (c) provide reasonable assistance at the indemnifying party's expense.

10.4 Sole Remedies. This Section states the indemnifying party's sole liability and the indemnified party's exclusive remedy with respect to any third-party claim covered hereunder.

11. LIMITATION OF LIABILITY

11.1 Liability Cap. EXCEPT AS SET OUT IN SECTION 11.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY (INCLUDING ITS AFFILIATES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF (I) THE AMOUNT PAID BY CUSTOMER FOR THE AFFECTED PURCHASED SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, OR (II) FIVE THOUSAND EURO (€ 5,000). THIS CAP DOES NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

11.2 Exclusion of Certain Damages. EXCEPT AS SET OUT IN SECTION 11.3, NEITHER PARTY (NOR ITS AFFILIATES) SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOST GOODWILL, ANTICIPATED SAVINGS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11.3 Mandatory Carve-out. Nothing in this Agreement excludes or limits liability where exclusion or limitation is prohibited by mandatory law, including: (a) liability for **willful misconduct (dolo) or gross negligence (colpa grave)** under Article 1229 of the Italian Civil Code; (b) liability for death or personal injury caused by negligence; (c) liability under Italian Legislative Decree 206/2005 (Consumer Code) where applicable; (d) liability under Article 82 GDPR for damages resulting from infringement of Data Protection Laws; and (e) any other liability that cannot be excluded or limited under applicable law.

12. RISK ALLOCATION

The allocation of risk between the parties is exclusively governed by Section 11 (Limitation of Liability). UPTIVO does not undertake to procure or maintain insurance coverage for the benefit of Customer; Customer is responsible for procuring such insurance as it deems appropriate for its use of the Services.

13. TERM AND TERMINATION

13.1 Term. This Agreement starts on the Effective Date and continues until all subscriptions have expired or been terminated.

13.2 Subscription Terms. Subscription periods are defined in each Order Form. Renewal of monthly subscriptions is governed by Section 5.2(a). Annual subscriptions do not automatically renew, as set out in Section 5.2(b).

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13.3 Termination for Cause. A party may terminate this Agreement (a) upon thirty (30) days' written notice for material breach not cured within that period, or (b) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation or assignment for the benefit of creditors. For the purposes of this Section, "material breach" includes, without limitation: (i) failure by Customer to pay any undisputed amount due within thirty (30) days from a written reminder; (ii) breach of Section 4.4 (Usage Restrictions); (iii) breach of Section 7 (Confidentiality); (iv) breach of the DPA materially affecting Personal Data; (v) any unauthorized assignment in violation of Section 16.5; (vi) any conduct that brings the other party into material public disrepute or causes material damage to its reputation.

13.4 Effects of Termination. Upon termination, (a) all rights and licenses granted to Customer cease, (b) Customer shall pay all outstanding fees due through the effective date, and (c) the data export and deletion process under Section 8.3 applies.

13.5 Surviving Provisions. The following Sections survive termination or expiry: 1 (Definitions), 5.4-5.7 (for amounts due and any residual set-off), 6 (Proprietary Rights, except for licenses to Customer that terminate), 7 (Confidentiality), 8.3 (Data Export and Deletion), 9.3 (Disclaimers), 10 (Indemnification), 11 (Limitation of Liability), 12 (Risk Allocation), 13.4-13.5, 15 (Notices), 16 (General Provisions) and 17 (Governing Law and Dispute Resolution), together with the DPA where applicable.

14. FORCE MAJEURE

14.1 Definition and Effect. Neither party shall be liable for any failure or delay in performance (other than payment obligations) caused by an event beyond its reasonable control, including acts of God, natural disasters, war, armed conflict, civil unrest, terrorism, epidemics, pandemics, acts of authority, embargoes, strikes (other than involving solely the affected party's personnel), failures of telecommunications or internet providers, electrical-grid failures, and cyber-attacks not caused by the affected party's negligence (a "**Force Majeure Event**"). The affected party shall use commercially reasonable efforts to mitigate and resume performance.

14.2 Notice and Termination. The affected party shall promptly notify the other. If the Force Majeure Event continues for more than sixty (60) consecutive days and prevents performance of a material obligation, the unaffected party may terminate this Agreement by written notice without further liability, except for amounts then due.

15. NOTICES

15.1 To UPTIVO. Legal notices to UPTIVO shall be sent by certified email (PEC) to euvic@legalmail.it or by registered mail with return receipt to UPTIVO's registered office. Email to info@uptivo.fit may be used solely for ordinary commercial communications (e.g. invoicing, support, renewal proposals) and shall not constitute valid legal notice under this Agreement.

15.2 To Customer. Legal notices to Customer shall be sent to the contact details on the Order Form, by PEC where available or by registered mail with return receipt. Email to the technical or billing contact specified by Customer may be used solely for ordinary commercial communications and shall not constitute valid legal notice under this Agreement.

15.3 Effectiveness. Notices are effective (a) on confirmation of receipt for PEC, or (b) five (5) business days after dispatch for registered mail with return receipt.

15.4 Modifications. UPTIVO may update this Agreement on at least thirty (30) days' prior written notice via the methods in this Section 15. Modifications affecting (i) fees, (ii) subscription term and renewal mechanics, (iii) limitation of liability, (iv) governing law, or (v) jurisdiction require Customer's express written consent and shall not take effect unilaterally. For other modifications, if Customer objects in writing to a material adverse change before its effective date, Customer may terminate the affected subscriptions without penalty by written notice, and UPTIVO will refund pre-paid fees for the unused portion of the term.

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16. GENERAL PROVISIONS

16.1 Export Compliance. The parties shall comply with applicable export laws and shall not use the Services in embargoed regions or in violation of export regulations.

16.2 Entire Agreement; Order of Precedence. This Agreement, together with the DPA (Annex A) and any Order Forms, constitutes the entire agreement between the parties on the subject matter, superseding all prior or contemporaneous agreements. In case of conflict, the order of precedence is (1) the applicable Order Form, (2) the DPA (with respect to Personal Data), (3) this Agreement, (4) the Documentation. Section titles do not affect interpretation.

16.3 Independent Parties; No Third-Party Beneficiaries; Waiver. The parties are independent entities; this Agreement does not create any partnership, joint venture, agency or employment relationship. No third party benefits from this Agreement. Rights are not waived by delayed enforcement.

16.4 Severability. If any provision is held illegal or unenforceable, the remaining provisions remain in full force and effect.

16.5 Assignment. Neither party may assign its rights or obligations without the other party's prior written consent, except in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets, provided the assignee is not, as reasonably determined by the non-assigning party in good faith, a direct competitor of the non-assigning party. The non-assigning party shall communicate any objection in writing within fifteen (15) days of receiving notice of the proposed assignment.

16.6 Governing Language. This Agreement is executed in Italian, English, French and Spanish for the convenience of the parties. The version corresponding to the language in which the Customer executed the Agreement shall be the binding version for that Customer. In case of doubt as to which version was executed, the **Italian version** shall prevail.

16.7 Anti-Bribery and Corruption. Each party represents and warrants that it has not, and covenants that it shall not, in connection with this Agreement, directly or indirectly offer, promise, give, request, agree to receive or accept any undue advantage, financial or otherwise, in violation of applicable anti-corruption laws, including Italian Legislative Decree 231/2001, the U.S. Foreign Corrupt Practices Act (FCPA), and the UK Bribery Act 2010. Each party shall maintain adequate internal procedures designed to prevent bribery and corruption. Breach of this Section shall constitute material breach entitling the other party to terminate this Agreement immediately under Section 13.3, without prejudice to any further remedy.

16.8 Non-Disparagement. During the term of this Agreement and for twelve (12) months following its termination, neither party shall make, publish or cause to be published any statement, communication or content (including on social media, review platforms or in press communications) that disparages, denigrates or damages the reputation of the other party, its products, services, officers or employees. This Section does not restrict good-faith statements made in the context of legal proceedings, regulatory investigations, or truthful responses to direct factual inquiries.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of **Italy**, without regard to its conflict-of-laws provisions.

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17.2 Arbitration. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, where the amount in controversy exceeds **fifty thousand Euro (€ 50,000)**, shall be finally settled by arbitration under the Rules of the **Milan Chamber of Arbitration (Camera Arbitrale di Milano)** by a sole arbitrator appointed in accordance with said Rules. The seat of arbitration shall be Milan, Italy. The language of the arbitration shall be Italian, unless the parties agree in writing to conduct it in another language. For disputes where the amount in controversy does not exceed fifty thousand Euro (€ 50,000), the exclusive jurisdiction shall be the Court of Milan (Tribunale di Milano). This Section does not prejudice the right of either party to seek interim or injunctive relief from any competent court, nor any mandatory consumer-protection forum where applicable.

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SPECIFIC APPROVAL OF CLAUSES PURSUANT TO ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE

Customer expressly declares to have read, understood and specifically approves the following clauses of this Agreement, pursuant to Articles 1341 and 1342 of the Italian Civil Code:

- Section 3.2 (Service Credits as exclusive remedy)
- Section 3.5 (Third-Party Service Failures)
- Section 5.1 (Fees — non-cancellable, non-refundable nature of fees)
- Section 5.2(a) (Auto-Renewal of Monthly Subscriptions)
- Section 5.5 (Suspension)
- Section 5.7 (Set-off restrictions)
- Section 9.2 (Warranty notification period and remedy limitation)
- Section 9.3 (Disclaimers)
- Section 10.1 (IP Indemnification — sole remedy)
- Section 10.2 (Indemnification by Customer, including End User personal injury claims)
- Section 11.1 (Limitation of Liability)
- Section 11.2 (Exclusion of Certain Damages)
- Section 13.3 (Termination for Cause)
- Section 15.4 (Modifications)
- Section 16.5 (Assignment)
- Section 16.8 (Non-Disparagement)
- Section 17 (Governing Law and Dispute Resolution — including the arbitration clause pursuant to Article 808 of the Italian Code of Civil Procedure)

Specific Approval Signature — By signing below, Customer specifically and separately approves the clauses listed above pursuant to Articles 1341 and 1342 of the Italian Civil Code.

Date: [[DATE]]

Customer Signature:

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ANNEX A — DATA PROCESSING AGREEMENT

A.1 Preamble. This Data Processing Agreement (the "DPA") forms an integral part of the Service Agreement (the "Agreement") entered into between UPTIVO and the Customer. Capitalized terms used but not defined in this DPA have the meanings given to them in the Agreement. This DPA is entered into pursuant to **Article 28 of Regulation (EU) 2016/679 ("GDPR")** and applies to the Processing of Personal Data carried out by UPTIVO on behalf of the Customer in connection with the Services.

A.2 Definitions. "Personal Data", "Processing", "Controller", "Processor", "Sub-processor", "Personal Data Breach" and "Supervisory Authority" have the meanings given in the GDPR. "SCCs" means the Standard Contractual Clauses for the transfer of personal data to third countries adopted by EU Commission Implementing Decision (EU) 2021/914.

A.3 Roles of the Parties. With respect to the Processing of Personal Data within Customer Data, the Customer acts as Controller and UPTIVO acts as Processor. The Customer is responsible for the lawfulness of the Processing and for the lawful basis under Article 6 GDPR (and, where applicable, Article 9 GDPR).

A.4 Subject-matter and Duration. The subject-matter of the Processing is the provision of the Services by UPTIVO to the Customer. The duration of the Processing corresponds to the term of the Agreement, plus the data export window set out in Section 8.3 of the Agreement, plus any retention period required by applicable law. Within the term of the Agreement, UPTIVO applies the following operational retention limits, consistent with the principle of storage limitation under Article 5(1)(e) GDPR: (a) data of pending or unconfirmed user registrations and unaccepted invitation links: **fifteen (15) days**; (b) device or application registration requests: **seven (7) days**; (c) in-app notifications: **sixty (60) days**; (d) diagnostic, error and Application Insights logs: **two (2) months**. UPTIVO may update these operational limits from time to time, provided that any update remains consistent with this DPA and applicable law.

A.5 Nature and Purpose of Processing. UPTIVO Processes Personal Data for the following purposes: (a) provision and operation of the Services, including hosting, storage and transmission; (b) heart rate monitoring, fitness tracking and performance analysis; (c) AI-based features and recommendations; (d) account management and authentication; (e) Customer support; (f) security, fraud prevention and audit logging; (g) billing and invoicing; (h) compliance with legal obligations applicable to UPTIVO.

A.6 Categories of Personal Data. (a) identification and contact data (name, surname, nickname, profile image, email address, telephone number, mailing address, tax identifier where required for billing); (b) account credentials (UserId, username, hashed and salted password, JWT authentication tokens, API keys, OAuth device identifiers); (c) demographic and profile data (date of birth, gender, language, country, time zone, occupation); (d) fitness profile and preferences (weight, height, training goals, injury history, activities to avoid, weekly availability, notification, ranking and calendar preferences); (e) club and subscription data (club affiliation, role — athlete or staff, licenses, credits, class bookings); (f) device and sensor data (hardware identifier, device model, sensor name, paired bridge devices and SNAP, application identifiers); (g) external account integrations (connection identifiers and OAuth access tokens for third-party services such as Garmin Connect, Stripe, PayPal, Whoop and Withings); (h) heart-rate and biometric metrics (heart-rate values including minimum, maximum, average and resting; heart-rate zones; target thresholds; heart-rate variability (HRV); SpO2; body mass index (BMI); functional threshold power (FTP) for cycling); (i) training and performance telemetry (date and time, duration, distance, calories, power, cadence, hits, geolocation and position, altitude, elevation gain); (j) integrated health data from third-party providers (steps, stress, body battery, sleep stages, respiration, training plans); (k) clinical and body-measurement data where provided by the Customer or the data subject (blood pressure, blood glucose, body composition such as InBody, fitness test results); (l) AI-generated coach feedback derived from profile, sleep and HRV data, used to provide performance evaluations; (m) usage and technical data (login records, IP address, session timestamps, device identifiers, User Agent, diagnostic logs and Application Insights metrics); (n) communications (support requests and related correspondence); (o) payment-related identifiers handled by the payment processor (UPTIVO does not store full payment card data).

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The categories at (h), (i), (j), (k) and (l) include data concerning health within the meaning of Article 4(15) GDPR and constitute special categories of personal data under Article 9 GDPR; the Customer, as Controller, is responsible for ensuring that an appropriate Article 9(2) GDPR derogation applies to its processing.

A.7 Categories of Data Subjects. (a) the Customer's owners, directors, employees, administrators and authorized representatives; (b) the Customer's End Users, including gym members, training participants and any other natural persons enrolled in programs operated by the Customer; (c) trainers and instructors operating under the Customer; (d) any other natural persons authorized by the Customer to access the Services.

A.8 Processor Obligations. UPTIVO shall: (a) Process Personal Data only on documented instructions of the Controller, including with regard to international transfers, except where required by EU or Member State law applicable to UPTIVO — in such case UPTIVO shall inform the Controller before such Processing unless prohibited by law on important grounds of public interest; (b) ensure that persons authorized to Process Personal Data are bound by confidentiality obligations or are under an appropriate statutory obligation of confidentiality; (c) implement the technical and organizational measures set out in **Annex 2**, in accordance with Article 32 GDPR; (d) only engage Sub-processors in accordance with Section A.9; (e) taking into account the nature of the Processing, assist the Controller by appropriate technical and organizational measures, insofar as possible, to fulfil the Controller's obligation to respond to data subject requests under Chapter III GDPR; (f) assist the Controller in ensuring compliance with Articles 32 to 36 GDPR (security, breach notification, DPIA and prior consultation), taking into account the nature of Processing and the information available to UPTIVO; (g) at the Controller's choice, delete or return all Personal Data after the end of the provision of Services, in accordance with Section 8.3 of the Agreement, and delete existing copies, unless EU or Member State law requires storage of the Personal Data; (h) make available to the Controller all information necessary to demonstrate compliance with Article 28 GDPR, and allow for and contribute to audits in accordance with Section A.10.

A.9 Sub-processors. The Customer hereby grants UPTIVO general written authorization to engage Sub-processors. The list of currently engaged Sub-processors is set out in **Annex 1**. UPTIVO shall: (a) ensure that any Sub-processor is bound by data protection obligations no less protective than those of this DPA, set out in writing; (b) remain fully liable to the Controller for the performance of the Sub-processor's obligations; (c) notify the Customer of any intended addition or replacement of Sub-processors with at least **thirty (30) days** prior notice, by email to the Customer's billing contact or via UPTIVO's website. The Customer may object on legitimate grounds within fifteen (15) days of notice; if the parties cannot agree on a solution within thirty (30) days, either party may terminate the affected Services with a pro-rata refund of pre-paid fees for the unused portion.

A.10 Audits. UPTIVO shall make available to the Controller, on a confidential basis and no more than once per calendar year, its then-current SOC 2 Type II report, ISO 27001 certification or equivalent third-party audit reports sufficient to demonstrate UPTIVO's compliance with this DPA. On-site audits shall only be permitted following a confirmed Personal Data Breach materially affecting Customer's Personal Data, subject to reasonable security and confidentiality requirements, with at least thirty (30) days' prior written notice and at the Controller's expense.

A.11 Personal Data Breach. UPTIVO shall notify the Customer without undue delay, and in any event no later than **forty-eight (48) hours**, after becoming aware of a Personal Data Breach affecting Customer's Personal Data. The notification shall, to the extent feasible, contain the information set out in Article 33(3) GDPR and shall be supplemented in phases as further information becomes available. The notification shall be sent by PEC or email to the Customer's data protection contact specified in the Order Form.

A.12 Data Subject Rights. UPTIVO shall, taking into account the nature of the Processing and insofar as possible, assist the Controller by appropriate technical and organizational measures in fulfilling the Controller's obligation to respond to requests for the exercise of data subjects' rights under Chapter III GDPR. If a data subject contacts UPTIVO directly, UPTIVO shall promptly forward such request to the Customer and shall not respond to the data subject except as instructed by the Customer or as required by law.

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A.13 International Transfers. UPTIVO Processes Personal Data within the European Economic Area (EEA), with primary storage on servers located in the Netherlands, Ireland and Germany. Where Personal Data is transferred outside the EEA in connection with the Services (in particular through Sub-processors located outside the EEA, as identified in **Annex 1**), UPTIVO shall ensure that an appropriate transfer mechanism is in place pursuant to Articles 44-49 GDPR, namely: (a) the **EU-US Data Privacy Framework** (Commission Implementing Decision (EU) 2023/1795) where the recipient is a certified participant; or (b) the **Standard Contractual Clauses** adopted by EU Commission Implementing Decision (EU) 2021/914 where the EU-US Data Privacy Framework is not available; supplemented in each case by appropriate technical and organizational measures.

A.14 Liability. The liability of each party under or in connection with this DPA is governed by Section 11 of the Agreement (Limitation of Liability), with the mandatory carve-outs set out in Section 11.3 of the Agreement.

A.15 Order of Precedence. In case of conflict between this DPA and the Agreement with respect to the Processing of Personal Data, this DPA shall prevail.

A.16 Term and Survival. This DPA is effective on the same date as the Agreement and remains in force for the duration of the Agreement and for any subsequent retention obligation under applicable law. Sections A.8(g), A.10, A.11, A.12, A.13, A.14 and A.15 survive termination of the Agreement.

Customer Sign:

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ANNEX 1 — LIST OF SUB-PROCESSORS

UPTIVO engages the following Sub-processors to Process Personal Data on behalf of the Customer in connection with the Services. UPTIVO will keep this list up to date and will notify the Customer of additions or replacements in accordance with Section A.9.

Sub-processor	Service	Location / Transfer Mechanism
Supabase Inc.	Database, storage, authentication	EU (Ireland)
Microsoft Corporation (Azure)	Cloud hosting, infrastructure and Application Insights	EU (Netherlands, Ireland, Germany)
Microsoft Corporation (M365)	Business email and collaboration	EU
OpenAI, L.L.C.	AI / large language model processing (Coach AI)	United States — EU-US DPF
Google LLC (Gemini)	AI / large language model processing (Coach AI)	United States — EU-US DPF
Stripe Payments Europe, Ltd.	Payment processing for subscriptions	EU (Ireland)
PayPal (Europe) S.à r.l. et Cie, S.C.A.	Payment processing for club services	EU (Luxembourg)
Garmin International, Inc.	Wearable integration (Garmin Connect)	United States — EU-US DPF
WHOOP, Inc.	Wearable integration (Whoop)	United States — EU SCCs
Withings SAS	Wearable and connected-health-device integration	EU (France)

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ANNEX 2 — TECHNICAL AND ORGANIZATIONAL MEASURES

UPTIVO has implemented and maintains the following technical and organizational measures, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons (Article 32 GDPR).

Pseudonymization and encryption. Encryption of Personal Data in transit using TLS 1.2 or higher; encryption at rest using AES-256 or equivalent; hashed and salted authentication credentials.

Confidentiality, integrity, availability and resilience. Role-based access control and principle of least privilege; multi-factor authentication for administrative and privileged access; network segregation and firewall controls; regular operating-system and application updates.

Restoration of availability. Automated regular backups with off-site replication; documented disaster recovery and business continuity procedures; periodic restore testing.

Process for testing and evaluating. Vulnerability monitoring of dependencies; security review of changes to production systems; logging and monitoring of relevant security events; periodic review of access rights.

Personnel measures. Confidentiality undertakings for personnel with access to Personal Data; awareness on data protection and information security; need-to-know access principle.

Sub-processor management. Selection of Sub-processors on the basis of guarantees of compliance with the GDPR; written data protection commitments imposed on Sub-processors; periodic review of Sub-processor compliance.

Incident response. Documented incident response process; defined roles and escalation paths; post-incident review and remediation.

Physical security (where applicable). Personal Data is processed in third-party data centers operated by the Sub-processors listed in Annex 1, which maintain physical security measures consistent with industry standards (ISO 27001 / SOC 2 or equivalent).

ACCEPTANCE OF THE DPA

By executing the Service Agreement to which this DPA is annexed, the Customer expressly accepts the terms of this DPA. The digital signature applied to the Agreement extends to and binds the Customer with respect to this DPA.

Customer Sign:

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