

EVO Human Performance SA – General Terms and Conditions (GTC)

1. SCOPE

- 1.1 These GTC **apply to all deliveries of goods and provision of services** by EVO Human Performance SA (hereinafter the “**Company**” or “**EVO**”) to the Customer. They govern the leasing of the Company’s hardware devices and the access and use of the ARTEMYS software platform, as well as any related services such as support or training provided by the Company.
- 1.2 These GTC **apply exclusively**. Any terms or conditions proposed by the Customer that **conflict with, deviate from, or supplement** these GTC **shall not apply** unless the Company has expressly agreed to them in **written form**. This exclusion applies even if the Company, being aware of the Customer’s divergent terms, provides services or delivers goods without expressly rejecting those Customer terms. Acceptance of deliveries or payments by the Company does **not** constitute acceptance of any terms of the Customer.
- 1.3 These GTC become an integral part of any **contract** concluded between the Company and the Customer. By placing an order, signing a contract, or by accepting delivery of hardware or use of the software services, the Customer **acknowledges and agrees** to these GTC. The Company reserves the right to amend or supplement the GTC. Unless otherwise agreed, the GTC version in effect at the time of the Customer’s order or latest agreement shall govern. If the Company notifies the Customer of updated GTC between the order and the service delivery, those new GTC shall apply unless the Customer objects without undue delay.
- 1.4 These GTC shall also **apply to all future transactions** and business relationships between the Company and the Customer relating to the subject matter hereof, without needing explicit reference in each case, provided the Customer has previously received these GTC and not objected.
- 1.5 In the event that any provision of these GTC is or becomes invalid or unenforceable, the remaining provisions shall remain in full force. Any such invalid provision will be replaced by a valid provision that comes closest to the economic intent of the original. References to statutory provisions are for clarification only; **applicable Greek law** and **EU regulations** shall apply even without such reference, unless modified or expressly excluded in these GTC.

2. OFFER AND CONTRACTING

- 2.1 **Offers and Quotations:** The Company’s offers, whether verbal or written, are generally **non-binding** and subject to change unless explicitly stated otherwise. A contract is only formed when the Company confirms the Customer’s order in **writing** (including email or other text form) or by executing the delivery/service. Verbal agreements or commitments by representatives of the Company require written confirmation by the Company to become binding.
- 2.2 **Offer Validity:** Unless a different validity period is stated in an offer, the Company’s written offers are valid for **fourteen (14) calendar days** from the offer date. The Company reserves the right to revoke or modify an offer before acceptance. An offer that has not been accepted by the Customer within the validity period shall expire automatically.
- 2.3 **Offer Documents:** Descriptions and information in the Company’s **offer documents** (such as technical specifications, drawings, illustrations, plans, or performance descriptions) are to the best of the Company’s knowledge but are **non-binding** guidelines. They are not guaranteed characteristics unless expressly designated as such. The Customer is responsible for verifying that the scope of supply or services as described will meet their requirements. Any obvious errors (e.g. clerical mistakes) in offer documents can be corrected by the Company and do not bind the Company.
- 2.4 **Customer’s Requirements:** The Customer shall timely provide any information, specifications, or **cooperation** necessary for the Company to fulfill the order. Any Customer-provided requirements or technical conditions (for example, the Customer’s IT environment for the software, or facilities for installing hardware) must meet the **minimum specifications** communicated by the Company. These requirements are considered binding minimum conditions for the project’s execution. The Customer bears responsibility for ensuring its systems meet these minimum requirements and for any delays or issues arising from non-compliance.
- 2.5 **Review of Offer Details:** The Customer must **review all details** of the offer and accompanying documents for feasibility within the scope of the intended project. If the Customer identifies any discrepancies or requirements that cannot be met, it shall notify the Company within **ten (10) days** of receiving the offer documents. Failure to object or request modifications within this period may result in the Customer being responsible for any resulting misunderstandings or deviations in performance.

- 2.6 Contract Formation:** A binding contract between the Company and the Customer is concluded only by **mutual agreement** in text form. The Customer's written acceptance of an offer or the Company's written order confirmation (or commencement of performance) will serve as confirmation of the contract. Unilateral actions by the Customer, such as issuing a purchase order referencing prior negotiations or the Customer's own terms, do not create a binding agreement unless confirmed by the Company in writing. Silence on the part of the Company in response to an order or terms shall not be deemed acceptance.
- 2.7 Changes and Amendments:** Any side agreements, amendments or modifications to the contract (including these GTC) must be made in **writing (text form)** to be effective, unless a stricter form (e.g. notarization) is required by law. This also applies to any agreement to waive the requirement of written form itself.

3. SERVICE DESCRIPTION

- 3.1 Integrated System:** The Company provides an integrated athlete monitoring system consisting of **physical sensor devices** (the "Hardware") and access to the **ARTEMYS software platform** (the "Software"). Together, the Hardware and Software (along with any additional services such as data analytics, training, or support) constitute the "System" offered by the Company. The specific configuration of the System (number and type of sensors, software modules, user accounts, etc.) and the scope of services will be defined in the individual contract, proposal, or order form agreed with the Customer.
- 3.2 Leasing Model:** The Hardware (such as wearable sensors and related equipment) is provided to the Customer **on a lease basis** for the duration of the Customer's subscription or use of the ARTEMYS Software service. Ownership of all Hardware devices remains with the Company (see Section 5 for detailed terms). The Customer receives **usage rights** to the Software as a hosted service (see Section 4 for software license terms). The Hardware and Software are intended to be used together as a unified solution for monitoring and analyzing athletic performance.
- 3.3 Purpose of Use:** The System and all its components are provided for the **Customer's internal business use** in athlete performance tracking and training optimization. The Customer may use the System only for its own team, organization, or personal athletic monitoring (as applicable) and shall not commercialize, resell, or make the System available to any third party unless expressly permitted by the Company in writing.
- 3.4 Documentation:** The Company will provide access to or supply any necessary **documentation, user manuals, or instructions** for the installation, setup, and effective use of the Hardware and Software. The Customer shall follow the provided instructions for proper use of the System. All documentation (digital or printed) remains the intellectual property of the Company and is licensed to the Customer for internal use only in connection with the System.

4. SOFTWARE USE RIGHTS AND RESTRICTIONS

- 4.1 License Grant:** Subject to the Customer's compliance with the contract and these GTC (including payment of all fees), the Company grants the Customer a limited, **non-exclusive** and **non-transferable** right to access and use the ARTEMYS Software (including any associated standard software applications and firmware embedded in the Hardware) during the term of the contract. This license is granted **for the sole purpose** of the Customer's internal use of the System in accordance with its intended functionality. Unless otherwise agreed in the contract, the Software may only be used in conjunction with the Company's Hardware and within the Customer's own organization or, if the Customer is an individual, for personal athletic training purposes. The license shall be effective **only for the duration of the agreed contractual term** and shall automatically terminate upon expiration or termination of the contract (see Section 12).
- 4.2 Permitted Use:** Under this license, the Customer may do the following during the contract term: install and run any client-side software components as necessary to use ARTEMYS (if applicable), access the ARTEMYS platform via the internet, input and process athlete performance data, and view and analyze results through the Software's interface. The Customer may allow its employees, team staff, and authorized agents (e.g. coaches, trainers, or the individual athlete who is the subject of the data) to access the Software, **provided that** such access is for the Customer's internal purposes and all such persons are bound to comply with these GTC (the Customer is responsible for any breaches by its authorized users).
- 4.3 Restrictions:** The Customer **shall not**, and shall not permit any third party to:
- **Copy or Modify Software:** Copy, reproduce, distribute, or modify the Software (or any part of it) except to the extent strictly necessary for backup purposes or as allowed by mandatory law. The Customer is not permitted to create derivative works of the Software.
 - **Sublicense or Transfer:** Sublicense, rent, lease, assign, or otherwise transfer the Software license or access credentials to any third party without the Company's prior written consent. The Software is licensed only for the Customer's direct beneficial use.

- **Reverse Engineering:** Attempt to **decompile, disassemble, reverse engineer** or otherwise derive source code or underlying algorithms of the Software or any firmware on the Hardware, **except** where expressly allowed by law (and then only after notifying the Company of such intent). The Customer shall not attempt to circumvent any technical protections or security measures in the Software.
 - **Remove Notices:** Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices on the Software interface or outputs. Any such notices embodied in the Software (including firmware and documentation) must remain intact.
 - **Unauthorized Use:** Use the Software in any manner not authorized by the Company or in violation of applicable laws and regulations. This includes, but is not limited to, using the Software to process data for third parties as a service bureau or using it for any unlawful or invasive surveillance of individuals.
- 4.4 Protection Against Unauthorized Use:** The Customer shall use reasonable efforts to **prevent any unauthorized access to or use of** the Software. Login credentials or access tokens provided by the Company should be kept confidential and not shared beyond the Customer's authorized users. If the Customer becomes aware of any **unauthorized use or access** (e.g. an account breach or use by an unpermitted third party), the Customer must promptly **notify the Company**. The Company may, at its discretion, provide technical measures in the Software to monitor usage and prevent misuse; the Customer agrees not to interfere with such measures.
- 4.5 Third-Party Components:** If the Software includes any third-party open-source or licensed components, the Customer's use of those components may be subject to additional conditions which will be communicated in the documentation or within the Software's "About" or license section. The Customer agrees to comply with any such third-party license terms.
- 4.6 Reservation of Rights:** Except for the limited rights expressly granted above, **all intellectual property rights** in and to the Software (including all copies, improvements, enhancements, and derivative works thereof) are **owned by the Company** or its licensors. No rights or licenses are granted by implication or otherwise under any patents, know-how, trademarks, copyrights, or other IP of the Company, except as explicitly set forth in these GTC. The Company retains all rights not expressly granted to the Customer.

5. LEASING TERMS FOR HARDWARE

- 5.1 Ownership and Title:** The Company's Hardware devices (such as wearable sensors, hubs, receivers, and related equipment provided to the Customer) are **leased, not sold**, to the Customer. The **ownership (title)** of all Hardware remains with the Company (or its designated lessor or financing partner, if applicable) at all times. The Customer gains no title or ownership interest in the Hardware by virtue of this agreement, only the right to possess and use it in accordance with the contract during the term. The Customer shall not **sell, pledge, mortgage, encumber, or otherwise dispose of** the Hardware, and shall keep it free from any liens or claims by third parties.
- 5.2 Delivery and Risk of Loss:** The Hardware will be delivered to the Customer by a method agreed upon (shipment, handover, etc.). Unless otherwise specified, delivery shall be **FCA (Free Carrier)** at the Company's facility or warehouse¹, meaning the Customer bears the cost and risk of transportation from that point. Upon the Company handing over the Hardware to the carrier or directly to the Customer (as applicable), the **risk of loss or damage** to the Hardware passes to the Customer. The Customer is responsible for any shipping charges, insurance, taxes, or import duties (if applicable) related to the Hardware delivery, unless agreed otherwise in writing. The Customer shall promptly inspect delivered Hardware and notify the Company within **five (5) days** of delivery of any obvious physical damage or missing components; otherwise, the Hardware is deemed accepted in the condition delivered (latent defects remain subject to warranty provisions in Section 8 and Section 7.3).
- 5.3 Hardware Use and Care:** The Customer is responsible for the **proper use and care** of the leased Hardware for the duration of the lease. The Customer shall use the Hardware **only for its intended purpose** in conjunction with the ARTEMYS Software and in accordance with the instructions and specifications provided by the Company. The Customer shall ensure that personnel who use or handle the Hardware are properly trained on its operation. The Hardware shall not be used in combination with any unauthorized software or third-party hardware that is not approved by the Company, especially if such use could interfere with the proper functioning or safety of the Hardware. The Customer agrees to operate the Hardware in a safe manner and in compliance with all applicable laws (for example, any regulations on wearable devices or radio equipment).

¹ (Incoterms® 2020)

- 5.4 Maintenance and Damage:** Throughout the lease term, the Customer must **maintain the Hardware in good condition** (excepting normal wear and tear). The Customer shall follow any maintenance guidelines provided by the Company, such as charging routines, firmware updates, or periodic calibration if required. The Customer **must not open, repair, or alter** the Hardware without the Company's prior approval; any attempt to service the devices by the Customer (or a third party not authorized by the Company) may void warranty coverage and will be at the Customer's risk. If any Hardware unit is not functioning correctly or is damaged, the Customer should notify the Company's support (Section 7) for instructions. **In the event of damage, loss or theft** of any Hardware while in the Customer's possession, the Customer is liable to inform the Company **without delay**. Depending on the circumstances (cause of damage, warranty status, etc.), the Company may repair or replace the Hardware pursuant to Section 7.3. If the damage or loss is due to negligence, misuse, or willful action by the Customer or its agents, the Customer may be responsible for the **cost of repair or replacement** at the Company's then-current prices.
- 5.5 Upgrades or Changes:** From time to time, the Company may offer upgraded hardware models or require certain components to be replaced or updated to ensure quality of service. The Company will inform the Customer of any such required hardware changes. If an upgrade is optional, the Customer can choose whether to exchange or upgrade devices (additional fees or a new agreement may apply for enhanced devices). If a hardware change is required for continued service (e.g. due to network changes, safety issues or discontinuation of support for an old model), the Company will provide a reasonable transition plan.
- 5.6 Return of Hardware:** Upon **termination or expiration** of the contract (for any reason), or upon replacement of Hardware as described above, the Customer is obligated to **return all Company-owned Hardware** to the Company. Returns must be completed without undue delay, and in any event within **fifteen (15) days** after the effective date of termination (or within the timeframe specified by the Company for replacements/upgrades). The Hardware shall be returned in proper working order (ordinary wear and tear excepted), using the original or equivalent packaging if possible, and shipped to the location designated by the Company. The Customer is responsible for the cost of shipping returns unless otherwise agreed. The Hardware remains at the Customer's risk until received by the Company. The Company will inspect returned Hardware for damage or missing components. **If the Customer fails to return** any Hardware within the timeframe or if returned items are severely damaged beyond normal use, the Company reserves the right to charge the Customer for the **replacement value** of the unreturned/damaged items or seek other legal remedies. This compensation shall be payable upon invoicing.
- 5.7 Hardware Liability Limitations:** The Company warrants that at the time of delivery, the Hardware will substantially conform to the specifications provided and be free from significant defects in materials and workmanship (see also Section 8 on liability and warranties). Except for this express warranty and any statutory warranties that cannot be excluded, the Hardware is provided "**as is.**" The Company does not guarantee that the Hardware will be free from minor bugs or errors, or that operation of the Hardware will be uninterrupted; however, it will use reasonable efforts to correct or replace defective Hardware as described in Section 7.3. The Customer is responsible for any consequences of use of the Hardware in violation of the terms of use or outside the intended operating environment (e.g., using devices in extreme conditions not recommended by the Company).

6. INSTALLATION AND TRAINING

- 6.1 Installation and Commissioning:** Unless otherwise agreed in writing, the **installation, setup, and commissioning** of the Hardware and Software shall be the responsibility of the Customer. The Company will supply the Customer with necessary instructions and support materials to enable the Customer to install the sensor Hardware on athletes/equipment and configure access to the ARTEMYS Software platform. If the parties agree that the Company will perform or assist with on-site installation and configuration, such services (and any associated travel or lodging expenses) may be billed separately at the Company's standard rates, unless specifically included in the purchase/lease package. The Customer shall ensure that its facilities are prepared for installation (for example, providing necessary power sources, network connectivity, and mounting points for any equipment) and that the Company's personnel (if on-site) have timely access to the premises. Once installation is completed (whether by Customer or with Company assistance), the Customer should conduct any initial tests in line with the provided guidelines to confirm the System is operational. The Customer shall notify the Company promptly of any installation-related issues that prevent the System from functioning as intended.
- 6.2 Training Services:** The Company offers **training** to the Customer's designated staff or end-users in the operation of the Hardware and effective use of the ARTEMYS Software. Training sessions, **if included in the contract or ordered separately**, may be conducted **either remotely (online) or in-person** at the Company's premises or the Customer's site, as agreed. In the absence of a specific arrangement, training will be provided remotely or at the Company's location. An on-site training at the Customer's facility may incur additional fees and travel expense reimbursement as per Section 6.4.

- 6.3 Training Scope:** A standard training day provided by the Company constitutes approximately **eight (8) hours** of instruction (e.g., eight lessons of 45 minutes each, with breaks as appropriate). The content and depth of the training will be tailored to the System purchased and the Customer's needs, covering topics such as device usage and maintenance, software features and analytics, data management, and basic troubleshooting. The Customer should ensure that its trainees have the requisite background (e.g., basic computer literacy, familiarity with athletic training concepts) to follow the training. Upon completion of training, the Customer's attendees should be equipped to operate the System and leverage its core features.
- 6.4 Training Materials:** The Company will provide any necessary **training materials** (presentations, manuals, user guides, etc.) for use during the training sessions. The Customer is granted a non-exclusive, non-transferable license to use these materials **internally** for the purpose of reinforcing and reviewing the training topics. These materials may not be distributed outside the Customer's organization or used to conduct training for third parties. Any copies of training materials provided (in print or electronic form) are for the Customer's use and shall remain the Company's intellectual property. If not agreed otherwise, any physical training documents given to the Customer (e.g. printed manuals) become the property of the Customer after the training, but all copyrights and reproduction rights are reserved by the Company.
- 6.5 Travel Expenses:** If Company personnel travel to the Customer's location to perform installation or training services (or any on-site support), the Customer agrees to reimburse the Company for reasonable travel expenses, provided such travel has been pre-approved by the Customer (email approval is sufficient). Travel expenses may include transportation costs (airfare, mileage, taxi, etc.), lodging, and a per diem for meals, in accordance with the Company's travel policy. The Company will choose reasonably economical travel arrangements and accommodations. If extensive on-site time is required, the Company may schedule visits in consultation with the Customer to minimize travel frequency. These travel costs, if any, will either be invoiced separately or added to the next regular billing, as agreed.

7. SUPPORT AND MAINTENANCE

- 7.1 Support Services:** The Company will provide **technical support** to the Customer to assist with issues arising from the use of the Hardware and Software. Support is available via email, telephone, or other channels as communicated by the Company. Unless otherwise specified in an SLA or separate support agreement, support will be provided during the Company's normal business hours (Monday–Friday, 9:00–17:00 local Greek time, excluding public holidays). The Customer should designate specific **contact persons** (with appropriate technical or training background) who are authorized to interface with the Company's support team for efficient issue resolution. When requesting support, the Customer should provide as much detail as possible about the issue (error messages, steps to reproduce the problem, relevant data, etc.) to facilitate troubleshooting. The Company will use **commercially reasonable efforts** to respond to and resolve support inquiries in a timely manner, but no guaranteed resolution time is promised unless otherwise agreed in a Service Level Agreement. Minor issues may be resolved through guidance, whereas significant software issues may require patches or hardware issues might require repair or replacement as described below.
- 7.2 Software Maintenance and Updates:** As part of the service, the Company will perform **maintenance** on the ARTEMYS Software and provide **updates** from time to time. Maintenance may include bug fixes, security patches, performance improvements, and minor feature enhancements to the Software. These updates (often referred to as "updates" or "minor versions") are generally included in the Customer's subscription at no additional charge and will be applied automatically or made available for installation as appropriate (since ARTEMYS is a SaaS platform, many updates will be deployed on the server side by the Company). The Customer acknowledges that maintaining up-to-date Software is important for security and functionality, and therefore agrees to cooperate in promptly installing any client-side updates if instructed (or allowing automatic updates, if applicable). The Company may occasionally release major upgrades, new modules, or substantially new functionality ("upgrades"). **Upgrades** that add significant value or new capabilities may be offered separately and could be subject to additional terms and fees, unless they replace existing features or are expressly included in the Customer's current subscription. The Company will inform the Customer of any available upgrades and any action needed to obtain or enable them. The Company has no obligation to develop new features or upgrades beyond maintaining the agreed functionality, except as provided in any roadmap or development agreement with the Customer.
- 7.3 Hardware Maintenance and Replacement:** The Company will support the proper functioning of the Hardware throughout the contract term. If a Hardware device **malfunctions** or fails under normal authorized use, the Customer should contact the Company's support. The Company may first attempt to diagnose and resolve the issue remotely (e.g., through firmware updates or calibration instructions). If the Hardware is determined to be defective or malfunctioning due to no fault of the Customer, the Company will, at its discretion, either **repair or replace** the Hardware unit. The Company may require the Customer to return the defective unit; in such case, the Company will provide return material authorization (RMA) instructions and bear the shipping cost for the return and the shipment of the repaired/replacement unit to the Customer. The Customer must return the defective Hardware within the timeframe provided under the RMA process. The replacement

hardware may be new or refurbished, but will be functionally equivalent to the original. If the problem is found to be due to **misuse, unauthorized modifications, or damage** as described in Section 5.4, the Company may still offer repair or replacement, but reserves the right to charge the Customer for the costs incurred. The Company is not responsible for any downtime or inability to use the System during the period the Customer does not have functioning Hardware, but will endeavor to minimize disruption (for example, by providing a temporary loan unit if available).

- 7.4 Service Levels (if applicable):** If the Customer has subscribed to a particular **service level agreement (SLA)** or premium support package, the terms of that SLA (regarding uptime commitments, response times, on-site support, etc.) will apply in addition to this Section 7. In case of any conflict between the SLA terms and these GTC, the SLA terms will prevail for the specific subjects they cover.
- 7.5 Customer Responsibilities for Support:** The Customer shall use the System in accordance with the documentation and training to avoid issues. Before contacting support, the Customer should make reasonable efforts to fix or isolate any issue (for example, checking network connections, ensuring the latest software version is in use, restarting devices, etc.). The Customer is also responsible for **backing up any data** (if the software provides data export or backup features) and for maintaining its own equipment that interfaces with the System (e.g., the tablets, computers or mobile devices used to access ARTEMYS). The Company's support does not cover general IT issues outside the System, such as internet connectivity at the Customer's site or compatibility with third-party systems unless specifically agreed.
- 7.6 Temporary Suspension for Maintenance:** The Company reserves the right to **temporarily suspend** or limit the Software service for routine maintenance, updates, or emergency fixes. Whenever feasible, the Company will schedule maintenance during low-usage hours and provide advance notice to the Customer (e.g., via email or an in-app notification). In urgent cases (e.g., critical security fixes), the Company may perform maintenance without prior notice if needed, but will inform the Customer as soon as possible. Any such downtime for maintenance will not count as a service breach provided it is reasonable in duration and frequency.

8. LIABILITY

- 8.1 Unlimited Liability in Certain Cases:** The Company accepts unlimited liability to the extent mandated by applicable law (such as under Greek product liability law for personal injuries caused by defective products, or any other statutory liability that cannot be limited or excluded by contract). Additionally, any specific guarantees expressly given by the Company (if any, e.g. a guarantee of certain performance metrics) will be honored according to their terms; any breach of such guarantee may give rise to liability without the limitations set forth below, to the extent so guaranteed.
- 8.2 Limitation of Liability for Ordinary Negligence:** In cases of **ordinary (slight) negligence**, the Company shall be liable **only for breach of essential contractual obligations**. Essential contractual obligations are those duties whose fulfillment is fundamental to the contract and on which the Customer relies and may expect to rely. In such cases of slightly negligent breach of an essential obligation, the Company's liability is limited to the **typical and foreseeable damages** at the time of contract conclusion. The Company shall not be liable for any slight negligence that does not result in a breach of essential obligations.
- 8.3 Exclusion of Certain Damages:** To the maximum extent permitted by law, the Company is **not liable** for: (a) any **indirect or consequential damages**, such as loss of profits, loss of business opportunities, loss of data (except as outlined in Section 8.5), or reputational harm; (b) any damages arising from the Customer's inability to meet performance goals or sporting outcomes (the Customer acknowledges that the System is a tool for monitoring and analysis, and the Company makes **no guarantee** of specific athletic performance results or injury prevention); and (c) any damages caused by **third-party actions** or circumstances outside the Company's reasonable control, including but not limited to interruption of internet or power supply, or issues attributable to third-party software/hardware used by the Customer.
- 8.4 Cap on Liability:** Except for the cases covered by Section 8.1 (unlimited liability scenarios), the Company's total cumulative liability for all claims arising under or related to a specific contract (or the use of the System) shall be limited to the total amount of fees paid by the Customer to the Company under that contract in the **twelve (12) months** preceding the event giving rise to the liability (or, if the contract period has been shorter, the total fees paid for the contract). If no fees were paid (for example, if a unit was provided for trial at no cost), the Company's liability in monetary terms shall be limited to a reasonable amount (which might be defined, for instance, as the replacement cost of the hardware or typical subscription cost for one year of the service). This cap is an aggregate limit for all claims in that period and is not per incident.
- 8.5 Liability for Data Loss:** The Customer is responsible for regularly backing up any data it inputs into or generates from the Software to the extent the Software provides export or backup functionality. The Software does not provide the Customer with the capability to export, access, or create backups of the raw or processed data, and the Customer acknowledges and accepts this limitation. In the event of a loss or corruption of data caused by the Company's negligence, the Company's liability shall be limited to the cost of restoring the data from the Customer's most recent **adequate backup**. If the Customer

has failed to maintain such backups, the Company's liability for data loss (beyond the obligations to repair the software or provide replacement hardware) shall be limited to the reasonable cost that would be incurred to reconstruct the data (if possible) had regular backups been maintained. Under no circumstances will the Company be liable for data loss to the extent it is caused by the Customer or a third party or for data that the Company was not contractually obligated to preserve or maintain. In no event shall the Company be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of data, lost profits, business interruption, or loss of reputation, arising out of or in connection with data loss, even if the Company has been advised of the possibility of such damages.

8.6 Force Majeure: The Company shall not be liable for any failure or delay in performing its obligations (including delivery deadlines or uptime commitments) if such failure or delay is due to circumstances beyond its reasonable control (**Force Majeure**), including but not limited to acts of God, natural disasters, strikes or labor disputes, war, terrorist acts, government actions, pandemic outbreaks, power or communication outages, or non-availability of third-party services or components. In such case, the Company will notify the Customer as soon as practicable and shall be entitled to an extension of time or suspension of performance while the force majeure event is ongoing. If a force majeure event continues for an extended period (e.g., more than sixty days), either party may have the right to terminate the affected services upon notice. Any pre-paid fees for undelivered services in such a termination will be refunded pro-rata, and neither party will have further claims due to the termination itself.

8.7 Indemnity for Third-Party Claims: The Customer shall indemnify and hold the Company harmless against any third-party claims or losses that arise from the Customer's misuse of the System or violation of these GTC or applicable laws, to the extent that such claims are not due to the Company's own fault. For example, if the Customer uses the System to collect data in violation of personal data rights and a claim is brought against the Company as a result, the Customer may be responsible for covering the Company's losses (including reasonable legal fees) arising from that claim. The Company shall promptly notify the Customer of any such claim and allow the Customer to participate in the defense.

8.8 Legal Restrictions: Nothing in these GTC is intended to **limit or exclude** any liability that cannot be limited or excluded under **applicable law**. If any limitation or exclusion of liability is held to be invalid or unenforceable, the remainder of the liability clauses shall still apply to the fullest extent permitted by law. The parties agree that the limitations of liability in this Section 8 are a result of the **risk allocation** and pricing reflected in the contract, and that the Company would not be able to provide the System on the same terms without such limitations.

9. DATA PROTECTION AND DATA USE

9.1 Compliance with Data Protection Laws: Each party agrees to comply with applicable data protection and privacy laws in the performance of the contract. In particular, to the extent the System is used to collect or process **personal data** (e.g. identifiable information about athletes, such as performance metrics linked to a name or ID), the Customer as the controller of such data is responsible for ensuring that it has an appropriate legal basis (e.g., consent or legitimate interest under the **General Data Protection Regulation (EU) 2016/679 – GDPR**) to use the System for processing that data. The Customer shall not use the System to process any sensitive personal data unless it has obtained all necessary consents or legal permissions from the data subjects. The Company will process personal data on behalf of the Customer strictly for the purposes of providing the System and in accordance with the Customer's instructions and the law.

9.2 Data Processing Agreement: If and to the extent required by GDPR or other applicable law, the Company and the Customer shall enter into a separate **Data Processing Agreement (DPA)** to govern the handling of personal data by the Company as a processor on behalf of the Customer. Such DPA will detail the scope, purpose, duration of processing, types of personal data, and categories of data subjects, as well as the obligations of the Company regarding data security, confidentiality, assistance with data subjects' rights, etc. The Company is prepared to provide a standard DPA or to sign the Customer's DPA subject to mutual agreement. The Customer agrees that the Company may subcontract processing to sub-processors (such as cloud hosting providers) in accordance with the GDPR, provided that the Company will ensure comparable data protection obligations with those sub-processors and remain liable for their compliance.

9.3 Security Measures: The Company will implement and maintain appropriate **technical and organizational measures** to protect personal data processed in the ARTEMYS Software platform against unauthorized access, loss, or alteration. These measures include access controls, encryption or pseudonymization where appropriate, regular security updates, and data backup procedures. The Customer is responsible for maintaining the security of its own systems when accessing the Software (e.g., secure passwords, up-to-date antivirus software on user devices, etc.). The Customer should immediately inform the Company if it suspects any data breach or security vulnerability related to the System, so that prompt action can be taken. In the event of a confirmed data breach affecting personal data, the Company will notify the Customer without undue delay and provide information to help the Customer fulfill any reporting obligations to authorities or data subjects.

- 9.4 Data Use by the Company:** The **performance data and other information** input into or generated by the System in the course of the Customer's use (collectively, "Customer Data") remains the property of the Customer or the individuals to whom it relates, as determined by applicable law. However, the Customer grants the Company a **non-exclusive, worldwide, sublicensable license** to use, process, and store the Customer Data for the purpose of providing the System and related services to the Customer, and to fulfill the Company's obligations under the contract. Additionally, the Customer grants the Company the right to use Customer Data **in anonymized or aggregated form** for the Company's legitimate purposes, including but not limited to **improving and developing** the System, analytics, algorithms, and services, benchmarking performance metrics across users, and demonstrating the System's effectiveness. The Company will **not disclose any Customer-identifiable Data** to other clients or third parties without authorization; any use of data for research, product development or marketing will be on anonymized datasets that do not identify individual athletes or the Customer. The Company acknowledges that any personal data included in Customer Data is subject to data protection laws and will ensure that any use of such data for improvement or analytics is done in compliance with those laws (e.g., by anonymizing personal data before analysis).
- 9.5 Customer's Data Responsibilities:** The Customer is responsible for the accuracy, quality, and legality of the data that it inputs into the System. The Customer should not upload any data to the System that it does not have rights to use. If the Customer provides the Company (including through support requests) with any data sets or files, the Customer must ensure that no sensitive or personal data is included unless necessary for the support, and in such case the Customer should attempt to anonymize or mask personal identifiers where possible. **Before sending any device or data storage to the Company** (for example, returning a hardware unit that may contain stored data, or sending log files for troubleshooting), the Customer must ensure that it has **deleted or secured any personal data or confidential information** not necessary for the Company to perform its services, unless otherwise agreed in writing.
- 9.6 Data Retention and Deletion:** During the term of the contract, the Company will store Customer Data as part of the service. Upon termination of the contract, the Company will provide the Customer the opportunity to **export or download** its data (to the extent such functionality exists) for a limited period (for example, 30 days after termination). After that period, the Company will proceed to delete or anonymize the Customer's personal data that was processed on behalf of the Customer, unless the Company is required by law to retain certain data for a longer period, or unless the parties have agreed on continued data storage (e.g., if the individual athletes continue with their own subscription or if a renewed contract is under negotiation). The Company may retain anonymized data (which does not identify the Customer or any individuals) indefinitely for the purposes stated in 9.4.
- 9.7 Conflicts with Privacy Policy:** The Company's general Privacy Policy (if provided on its website or documentation) provides information to data subjects about how their data is handled in the context of the Company's services. In the event of any conflict between the terms of these GTC (or the DPA) and the terms of the publicly posted Privacy Policy in matters of data processing, the specific terms agreed in these GTC or DPA shall prevail for the contractual relationship between Customer and Company.

10. CONFIDENTIALITY

- 10.1 Confidential Information Defined:** In the course of the business relationship, each party may receive or have access to information from the other party that is **confidential** or proprietary in nature. "Confidential Information" means any non-public information, whether in written, oral, electronic, or any other form, that is disclosed by one party ("Disclosing Party") to the other ("Receiving Party") in connection with the contract, which is either identified as confidential at the time of disclosure or should reasonably be understood by the Receiving Party to be confidential due to its nature or the circumstances of disclosure. Confidential Information includes, without limitation: (a) the **software and hardware technology** of the Company (including any source code, object code, algorithms, technical designs, firmware, product plans, or documentation, whether marked confidential or not), (b) any business plans, strategies, pricing, financial information, marketing plans, or customer lists of either party, (c) any personal data or performance data pertaining to athletes or team information provided by the Customer, and (d) the terms of any contract or proposal between the parties.
- 10.2 Exclusions:** Information shall **not** be deemed Confidential Information to the extent that the Receiving Party can demonstrate by written records that such information:
- **Public Domain:** is or becomes generally available to the public through no breach of these GTC or wrongdoing by the Receiving Party (e.g., information that was published or released publicly without confidentiality obligation);
 - **Already Known:** was already known to or independently developed by the Receiving Party **without reference to** or use of the Disclosing Party's Confidential Information, and this can be shown by prior documentation or other proof;

- **Third-Party Source:** is lawfully obtained by the Receiving Party from a third party that had the right to disclose it, **without** confidentiality obligations; or
- **Approval:** was approved for release or disclosure by the Disclosing Party in writing (such approval must be explicit).

10.3 Obligation of Confidentiality: The Receiving Party shall use the Disclosing Party's Confidential Information **solely for the purpose of performing under the contract or using the System** as intended. The Receiving Party shall **not disclose** such Confidential Information to any third party without the prior written consent of the Disclosing Party, except to those affiliates, employees, contractors, or professional advisors of the Receiving Party who **need to know** the information for the aforementioned purpose and are bound by confidentiality obligations at least as protective as this Section 10. The Receiving Party must protect the confidentiality of the Disclosing Party's information using the **same degree of care** it uses to protect its own similar confidential information, but in no event less than reasonable care. This includes implementing adequate security measures to prevent unauthorized access, and not copying or reproducing the Confidential Information except as necessary for the permitted purpose.

10.4 Compelled Disclosure: If the Receiving Party is required by law, court order, or governmental regulation to disclose Confidential Information of the Disclosing Party, it shall (to the extent legally permissible) **notify the Disclosing Party promptly** so that the Disclosing Party may seek an appropriate protective order or other remedy. The Receiving Party shall disclose only that portion of Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure any disclosed information is treated confidentially.

10.5 Duration of Confidentiality Obligations: The obligations in this Section 10 commence upon first disclosure of Confidential Information and shall continue for a period of **three (3) years** after the termination or expiration of the contract. However, for any Confidential Information that constitutes a trade secret (as defined by applicable law) of the Disclosing Party, the obligations of confidentiality shall continue for as long as such information remains a trade secret under normal legal standards.

10.6 Return or Destruction: Upon the Disclosing Party's written request at any time, and in any event upon termination of the contract, the Receiving Party shall **return or destroy** (at the Disclosing Party's choice) all tangible materials embodying the Disclosing Party's Confidential Information that are in the Receiving Party's possession or control, and permanently delete any electronic copies (except as may be contained in routine backups). However, the Receiving Party may retain one archival copy of Confidential Information solely for the purpose of monitoring its surviving obligations under this Agreement, and any Confidential Information automatically stored in system back-ups may be retained until the normal deletion cycle, provided it remains confidential. Any retained Confidential Information remains subject to these GTC's confidentiality restrictions.

10.7 Confidentiality of Agreement and Publicity: The parties shall treat the existence and terms of their agreement as confidential. Neither party shall use the name, logo, or trademarks of the other in any publicity, advertising or press release without the prior written consent of the other, except that the Company may include the Customer's name and logo in a list of clients (e.g., on its website or marketing materials) unless the Customer has requested in writing to refrain from such use.

The parties may, upon mutual agreement, collaborate on joint marketing or publicity initiatives, including but not limited to co-branded case studies, press releases, or event participation. Any such collaboration shall be subject to prior written approval by both parties.

10.8 Remedies: The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy. Therefore, in addition to any other rights and remedies available, the Disclosing Party shall be entitled to seek **injunctive relief** (e.g., a court order to stop the breach or prevent further disclosure) to enforce the provisions of this Section 10, without the necessity of posting a bond or proving actual damages, to the extent permitted by law.

11. INTELLECTUAL PROPERTY

11.1 Company's Intellectual Property: All **intellectual property rights** in the System, including the Hardware design, firmware, the ARTEMYS Software (source and object code), algorithms, methodologies, analytics models, know-how, inventions, patents (whether granted or pending), trademarks, service marks, trade names, logos (including "EVO Human Performance" and "ARTEMYS"), trade secrets, and any other intangible proprietary materials, are and shall remain the **exclusive property** of the Company or its licensors. The Customer does not acquire any ownership or title to any of the Company's intellectual property by virtue of entering into the contract or using the System. The structures and programs of the Software and the design of the Hardware constitute valuable trade secrets and/or copyrighted works of the

Company. The Customer shall not remove or alter any trademark, logo, or proprietary notice affixed to the Hardware or displayed within the Software.

- 11.2 License to Use Trademarks:** The Customer is granted no license to use the Company's names, logos, or trademarks except as needed to identify the Company's products or services in a manner that is truthful and not misleading (e.g., referring to the "ARTEMYS platform" in internal communications or reports). Any other use of the Company's trademarks (such as in marketing or promotional materials by the Customer) requires the Company's prior written consent. Conversely, if the Customer provides the Company with any of the Customer's trademarks (e.g., to include on customized dashboards or reports), the Customer grants the Company a limited license to use those solely for the purpose for which they were provided and in compliance with any brand guidelines the Customer supplies.
- 11.3 Customer Data and IP:** The Customer retains all rights to its own intellectual property and data that it provides into the System. The Company does not claim ownership of the raw data that the Customer (or its athletes) generate; that data remains the property of the Customer or respective data subjects. The Customer grants the Company the limited rights to use data as described in Section 9.4, but that does not transfer ownership of the underlying data to the Company. If the Customer provides any of its own software, content, or other intellectual property to the Company for integration or use with the System (for example, the Customer's own analytics models or logos), the Customer retains all right and title to such materials and simply grants the Company whatever license is necessary to fulfill the contract.
- 11.4 Feedback and Improvements:** The Company welcomes **feedback, suggestions, or ideas** from the Customer for improving the System. If the Customer provides any feedback or suggestions to the Company, the Customer agrees that the Company is free to use and incorporate them in the System or other products **without restriction** or payment. Any improvements, enhancements, or modifications to the System (whether or not based on Customer feedback or collaboration), and all intellectual property rights in those improvements, are and shall remain the property of the Company. There is no obligation on the Company to implement any suggestion or feature request made by the Customer, however.
- 11.5 Third-Party IP Indemnification:** The Company warrants that to its knowledge, the System (Hardware and Software) does not infringe any third-party intellectual property rights (such as patents or copyrights) when used in accordance with the contract. The Company will **indemnify** and defend the Customer against any claims by third parties alleging that the Customer's use of the System in accordance with these GTC infringes the claimant's patent, copyright, or trademark (an "IP Claim"), subject to the limitations herein. If such an IP Claim arises, the Customer must promptly notify the Company and allow the Company to control the defense and settlement negotiations (the Customer may participate at its own cost). In the event a final court judgment or settlement holds that the System does infringe a third party's IP, the Company will, at its option and expense, either (a) **procure for the Customer** the right to continue using the affected item, (b) **modify or replace** the System (or infringing part thereof) to make it non-infringing while maintaining substantially similar functionality, or (c) if the above options are not commercially reasonable, **accept return** of the affected Hardware and/or terminate the Customer's access to the Software (as applicable) and refund any prepaid fees for the remaining term, in which case the contract will be terminated. The Company shall have no liability for any IP Claim to the extent it arises from: the combination of the System with other products not provided by the Company, the modification of the System by the Customer or a third party, or the Customer's use of the System in violation of these GTC or after the Company has provided a non-infringing alternative. This Section states the **exclusive remedy** of the Customer and entire liability of the Company for any intellectual property infringement claims.

12. TERMINATION

- 12.1 Term of Agreement:** The term/duration of the contract between the Company and Customer (for the lease of Hardware and subscription to Software) shall be as specified in the individual order or agreement. Many contracts may be annual subscriptions that **renew automatically** for successive periods (e.g., one-year terms) unless terminated by either party with notice, or they may be for a fixed term corresponding to a sports season or project. In the absence of a specified term, the contract is deemed to start when both parties have signed or agreed and will continue **until terminated** by either party in accordance with this Section 12.
- 12.2 Termination for Convenience:** Unless a fixed non-cancelable term is agreed, either party may terminate the contract at the end of the then-current term by providing advance written notice of **non-renewal**. If not otherwise specified, the notice period for non-renewal is **three (3) months** prior to the end of the current term. If timely notice is given, the contract will expire at the end of that term and will not renew. If no notice is given, the contract may renew (if automatic renewal was agreed) or continue in force if an ongoing arrangement. Month-to-month agreements (if any) can typically be terminated by either party with one month's notice. All terminations or notices of non-renewal should be in writing (email is acceptable if acknowledgment is obtained). Prepaid fees are generally not refundable upon a termination for convenience by the

Customer (except where required by law or explicitly agreed), meaning the Customer can continue to use the service until the end of the paid period but no pro-rata refunds for unused time will be given.

12.3 Termination for Cause: Either party may terminate the contract **for cause** with immediate effect by giving written notice to the other party upon the occurrence of a material breach that is either **incurable** or (if curable) is not cured within a reasonable period after written notice of the breach. Material breaches by the Customer include, for example: failure to pay fees when due that is not cured within a reasonable grace period, unauthorized use or misuse of the Company's intellectual property (Software or Hardware) in violation of Sections 4, 5, or 11, serious violations of confidentiality or data protection obligations, or any other breach that substantially defeats the purpose of the agreement. Material breaches by the Company include: failure to deliver the core services substantially as promised, if not remedied in a timely manner after notice, or any breach of law that impacts the Customer's use of the System. Additionally, either party may terminate the contract immediately if the other party becomes **insolvent, bankrupt, or enters liquidation** or any analogous insolvency proceeding, or if the other party ceases to conduct business. Termination for cause shall not preclude the terminating party from seeking any damages or remedies it may be entitled to due to the breach.

12.4 Suspension: As an alternative to termination for cause in certain situations (especially non-payment or misuse of the System), the Company reserves the right to **suspend** the Customer's access to the Software or require immediate return of Hardware until the breach is remedied. The Company will notify the Customer of such suspension and, when reasonable, provide a brief cure period before suspension. If the Customer cures the breach (e.g., pays the overdue fees or assures compliance with usage terms), the Company will promptly reinstate the services. If not, the Company may proceed to terminate as above. Suspension of service for breach does not affect the Customer's obligation to pay fees for the duration of the contract.

12.5 Effects of Termination: Upon termination or expiration of the contract for any reason:

- The Customer's **rights to use** the ARTEMYS Software and any other services provided under the contract **will immediately cease**. The Company will disable or revoke any user access to the online platform effective as of the termination date. The Customer must discontinue all use of the Software and shall not attempt to access it thereafter.
- The Customer must promptly **return all leased Hardware** to the Company in accordance with Section 5.6. If the termination is for cause due to Customer's breach, the return shall be at Customer's cost; if termination is due to Company's breach or without cause, the Company may provide shipping labels or bear the return shipping cost. In either case, hardware must be returned in good condition (except normal wear). The Company will inspect and notify the Customer of any missing or damaged items that require compensation (as per Section 5.6).
- Each party shall return or destroy the other party's **Confidential Information** as described in Section 10.6, and cease any further use of it.
- The Company will, upon request, provide the Customer with an opportunity to retrieve its data from the Software, as noted in Section 9.6. The Customer should export or secure any desired data during the grace period. After that, the Company will delete or anonymize the Customer's data.
- Any **outstanding fees or amounts** owed by the Customer for services or lease up to the termination date become immediately due and payable. If the Company terminated for Customer's breach, and there are fees covering a future period (e.g., an annual fee paid in installments), the Company may declare the remainder of the contract value immediately due as damages, unless prohibited by law or mitigated by re-letting the service to another client. If the Customer terminated for Company's breach, the Customer is entitled to a refund of any pre-paid fees for the remaining unused term from the date of termination.

12.5 Survival: Any provisions of these GTC which by their nature should **survive** termination (including, but not limited to, confidentiality, data protection obligations, limitation of liability, governing law, and jurisdiction, as well as any accrued rights to payment) shall remain in effect notwithstanding termination. In particular, Sections 8 (Liability), 9 (Data Protection – with respect to any post-termination handling of data), 10 (Confidentiality), 11 (Intellectual Property), and 13 (Governing Law & Jurisdiction) survive the end of the agreement.

12.6 No Penalty: Termination in accordance with this Section 12 will not constitute a penalty or incur any liability on the terminating party (except for obligations that accrued prior to termination or as otherwise provided above). Each party waives any rights it may have under applicable law to claim any indemnities or compensation solely by reason of lawful termination of an ongoing relationship, except as expressly provided in the contract.

13. JURISDICTION AND GOVERNING LAW

- 13.1 Governing Law:** This contractual relationship and all disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of **Greece**. The United Nations Convention on Contracts for the International Sale of Goods (1980) **shall not apply** to this Agreement. Additionally, choice-of-law rules that would result in the application of another jurisdiction's laws are excluded, such that Greek domestic law will apply to the fullest extent.
- 13.2 Jurisdiction:** The parties agree that any disputes arising under these GTC or related agreements shall fall within the **exclusive jurisdiction** of the competent courts of **Athens, Greece**, provided that the Company shall still be entitled to seek urgent legal relief (such as injunctions) in any court of competent jurisdiction, including courts in jurisdictions where the Customer is located, to protect its intellectual property or confidential information. If the Customer is domiciled outside of Greece, the Company may, at its option, also initiate proceedings in the courts of the country where the Customer has its registered office if enforcement in that country is sought.
- 13.3 Special Rules for Consumers:** These GTC are primarily intended for business-to-business transactions. If the Customer is deemed a **consumer** (e.g., an individual athlete using the service for personal use and not in the course of business), then certain provisions of these GTC may not apply or may be limited in accordance with consumer protection laws. In particular, if the Customer is a consumer, the choice of Athens courts in Section 13.2 will not deprive the Customer of any protection afforded by mandatory provisions of the law of the country where the consumer resides. In such case, the Customer may additionally have the right to bring an action in their local courts. None of the exclusions or limitations in these GTC are intended to limit a consumer's statutory rights.
- 13.4 Dispute Resolution and Good Faith:** The parties agree to first attempt to resolve any dispute, claim or controversy arising out of or relating to this contract **amicably through good-faith negotiations**. If a dispute arises, senior representatives of each party shall, within a reasonable time of one party providing written notice of a dispute to the other, meet (or confer by telephone/videoconference) to attempt to resolve the dispute. If despite good faith efforts the dispute is not resolved within thirty (30) days of such notice, either party may proceed to seek legal remedy in the courts as provided above. This Section shall not apply to requests for interim or injunctive relief or any action to collect undisputed payments, which may be brought without prior negotiation.
- 13.5 Severability and Waiver:** If any provision of these GTC is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be deemed modified to the minimum extent necessary to make it enforceable, and if it cannot be so modified, it shall be severed, and the remaining provisions shall continue in full force and effect. A waiver by either party of any breach or default by the other party shall not be deemed a waiver of any other breach or default, and failure or delay to enforce any right under these GTC is not a waiver of that right.
- 13.6 Entire Agreement:** These GTC, together with the terms of any specific offer, contract or order form provided by the Company and accepted by the Customer, constitute the **entire agreement** between the Company and the Customer with respect to the subject matter and supersede all prior discussions, proposals, and agreements (whether written or oral) relating to the subject matter. In the event of a conflict, the provisions of the signed contract or order (including any schedules or addenda) shall take precedence over these GTC, and these GTC shall take precedence over any pre-printed terms in purchase orders or other documents from the Customer. Any amendments to this agreement must be made in writing as described in Section 2.7.

By signing an order form or contract that references these GTC, or by otherwise explicitly accepting these GTC, the Customer acknowledges that it has read and understood these General Terms and Conditions and agrees to be bound by them.