GARMIN
1200 East 151 Street
Olathe, Kansas 66062
P: 913-440-1280

GARMIN CONNECT DEVELOPER PROGRAM AGREEMENT

This GARMIN CONNECT DEVELOPER PROGRAM AGREEMENT (this "Agreement"), effective as of the date of your acceptance of this Agreement (the "Effective Date"), is a binding agreement between Garmin China Shanghai RHQ Co., Ltd. and its affiliates (collectively, "Garmin") and you or, if you are entering into this Agreement on behalf of a corporation, governmental organization, or other legal entity, then the corporation, governmental organization, or other legal entity you represent ("Licensee"). As used herein, Garmin and Licensee are each referred to as a "Party" and collectively as the "Parties." By accepting this Agreement, you affirm that you are authorized to bind Licensee and confirm that you have read and agree to all terms set forth in this Agreement.

GARMIN PROVIDES THE API AND GARMIN BRAND FEATURES (EACH AS DEFINED BELOW) SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY CHECKING THE "I AGREE TO ALL OF THE ABOVE TERMS & CONDITIONS" BOX AND CLICKING "ACCEPT" BELOW, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, GARMIN WILL NOT AND DOES NOT LICENSE THE API OR GARMIN BRAND FEATURES TO LICENSEE, AND YOU MUST NOT DOWNLOAD OR USE THE API, ANY DELIVERABLES (AS DEFINED BELOW), OR ANY GARMIN BRAND FEATURE.

THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT GARMIN'S LIABILITY.

1. PURPOSE

This Agreement sets forth the terms and conditions concerning Licensee's use of (a) the Garmin Connect Developer Program and data shared through Garmin Connect and/or other Garmin web services (through any API or otherwise), in each case, for development of Licensee Applications and End User use thereof and/or (b) the Garmin Connect Developer Program to enable End Users to upload End User Data to their Garmin Connect accounts via Licensee Applications.

2. DEFINITIONS

"Activity API" means the Garmin Connect Activity Application Programming Interface, including any Updates thereto and any accompanying Deliverables.

"Additional Terms" means any terms and conditions agreed to between Garmin and/or the End User, on one hand, and the originator of the End User Data, on the other hand, including the license of any intellectual property rights of the originator of the End User Data.

"API" or "Garmin Connect Developer Program" means one of the following, as applicable: Activity API; Courses API; Health API; Training API; Women's Health API; any other API relating to Garmin Connect made available by Garmin but not licensed under a different agreement; or any combination thereof.

"Applicable Data Protection Laws" means any data protection or privacy law, rule, or regulation that applies to a Party's Processing of End User Personal Data.

"Application Requirements" means this Agreement, the Deliverables, and any additional guidelines that Garmin may post on a Garmin developer website or otherwise provide to Licensee from time to time.

"Courses API" means the Garmin Connect Courses Application Programming Interface, including any Updates thereto and any accompanying Deliverables.

"Deliverables" means the executable code of the API, supporting documentation, License Key, text, software, and any other materials associated with the API as may be provided by Garmin.

"End User" means a person who uses Licensee Applications.

"End User Data" means all data created by, or otherwise related to, an End User, including training data (including plans, courses, and workouts), uploaded to, downloaded from, or otherwise transferred to or from such End User's Garmin Connect account, including all data uploaded, directly or via Licensee Applications, to such End User's Garmin Connect account. Unless otherwise specified, all references to "data" in this Agreement are intended to include End User Data.

"Garmin Device Sourced Data" means any data, content, End User Data, or information accessed, retrieved, received, transmitted, or otherwise made available via the API or Garmin Connect Developer Program.

"Health API" means the Garmin Connect Health Application Programming Interface, including any Updates thereto and any accompanying Deliverables.

"License Key" means a unique electronic key that is assigned to Licensee and associated with the URL of Licensee's website.

"Licensee Applications" means the websites, software applications, services, or products developed, implemented, or distributed by Licensee that interact with the API and/or interface with Garmin Connect and/or other Garmin web services.

"Licensee Data" means (i) End User Data or other data or content transferred to Garmin through the Licensee Applications; and (ii) any other data or content otherwise transferred by Licensee to Garmin.

"Minimum Security Requirements" means any current or future security requirements defined by Garmin related to the API, Garmin Connect services, and/or other Garmin web services, as specified in this Agreement, Application Requirements, Deliverables, or any other documentation provided or communicated by Garmin to Licensee.

"Personal Data" means any information relating to an identified or identifiable natural person either recorded by electronic or other means; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. Personal Data includes information relating to the End User, such as number of steps walked, calories burned, distance traveled, total activity time throughout the day, and any other metrics obtained, and includes information derived from these or other data.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise subjected to Processing.

"Process" or "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

"Standard Contract" means the standard contract on cross-border transfer of personal information which specified the Personal Data obligations between Garmin and Licensee when cross-border transferring End-Users' Personal Data.

"Training API" means the Garmin Connect Training Application Programming Interface, including any Updates thereto and any accompanying Deliverables.

"Women's Health API" means the Garmin Connect Women's Health Application Programming Interface, including any Updates thereto and any accompanying Deliverables.

3. DELIVERY AND ACCEPTANCE

3.1. Garmin shall deliver a License Key to Licensee after Licensee accepts this Agreement.

3.2. Garmin has no obligation to provide Licensee or its End Users with support, software upgrades, enhancements, or modifications to the API. Licensee understands and agrees that it is solely responsible for providing End User support and any other technical assistance for the Licensee Applications. Garmin may redirect End Users and potential End Users of the Licensee Applications to the email address on Licensee's account for purposes of

answering general application inquiries and support questions. Notwithstanding the foregoing, Licensee acknowledges that Garmin may update or modify the API from time to time and in Garmin's sole discretion (in each instance, an "Update") and may require Licensee to obtain and use the most recent version of the API. Updates may adversely affect how Licensee Applications communicate with the Garmin Connect services or any other Garmin web services. Licensee is required to make any changes to Licensee Applications that are required for integration as a result of such Update at Licensee's sole cost and expense. Licensee's continued use of the API or Garmin Brand Features following an Update constitutes binding acceptance by Licensee of the Update.

4. LICENSE GRANTS AND OWNERSHIP

4.1. Subject to and conditioned upon Licensee's strict compliance with the terms and conditions set forth in this Agreement, Garmin grants Licensee a limited, non-exclusive, non-transferrable, revocable, and non-sublicensable (except to subcontractors approved by Garmin) license during the term of this Agreement to: (a) embed the API and underlying content into Licensee Applications solely for internal business purposes so that Licensee Applications can interface directly with Garmin Connect and/or other Garmin web services; and (b) use data transmitted through the API (i) solely for internal business purposes, (ii) only to the extent necessary to format and display such data (A) in Licensee Applications or (B) in a third party application or on Licensee's or a third party's website, in each case, using Licensee Applications, and (iii) only as allowed by law and in compliance with each End User's consent. Licensee acknowledges that there are no implied licenses granted under this Agreement.

4.2. Garmin reserves the right, but is not obligated, to require Licensee to submit the Licensee Application for review by Garmin prior to implementation or publication of the Licensee Application. Garmin may approve or decline the Licensee Application in its sole discretion. In addition to the foregoing, Garmin may, in its sole discretion and at any time, determine that the Licensee Application does not meet all or any part of the Application Requirements or rescind or suspend any License Key, even if the Licensee Application meets the Application Requirements. If Garmin declines a Licensee Application or determines that a Licensee Application does not meet all or any part of the Application Requirements, then Licensee agrees that it will not implement, publish, or otherwise allow any End User to use or access such Licensee Application, unless and until Licensee receives Garmin's express written approval. None of Garmin's review, testing, or approval of the Licensee Application limits or relieves Licensee of any responsibilities related to the Licensee Application or limits Garmin's rights and remedies under this Agreement.

4.3. Licensee acknowledges and agrees that the API and Garmin Brand Features are owned or licensed by Garmin and are licensed, not sold, to Licensee on the terms and conditions set forth in this Agreement. Licensee does not acquire any ownership interest in the API or Garmin Brand Features under this Agreement or any other rights thereto other than in accordance with the rights granted herein and subject to all terms, conditions, and restrictions under this Agreement. Garmin and/or its licensors reserve and shall retain their entire right, title, and interest in and to the API and Garmin Brand Features, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to Licensee in this Agreement. This Agreement defines Licensee's legal use of the Garmin Brand Features and the API, including all Updates, revisions, substitutions, and any copies of the API made by or for Licensee. All rights not expressly granted to Licensee are reserved by Garmin.

4.4. Licensee will use commercially reasonable efforts to safeguard the API and Garmin Brand Features (in each case, including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee will promptly notify Garmin in writing if Licensee becomes aware of any infringement or other violation of any intellectual property rights in the API or Garmin Brand Features and will fully cooperate with Garmin, at Garmin's expense, in any legal action taken by Garmin to enforce Garmin's intellectual property rights.

4.5. All Licensee Applications that transfer End User Data to Garmin, including to Garmin Connect, must (a) present each End User with accurate, complete, and conspicuous notice that the End User Data will be transferred to Garmin, a brief summary of the purpose of Processing, method of Processing and the personal data which will transfer and includes a link to the Privacy Policy For Garmin Connect and Compatible Garmin Devices (https://www.garmin.com/privacy/connect), (b) obtain each End User express consent to transfer the End User Data to Garmin, and (c) inform each End User that the End User must not upload the End User Data to the End User's Garmin Connect account if the End User is restricted from doing so.

4.6. Licensee agrees that Garmin shall be free to copy, modify, create derivative works of, publicly display, disclose, distribute, license, sublicense, incorporate, and otherwise use all Licensee Data , including all derivative works thereto, for any and all purposes, commercial or otherwise, with no obligation of any kind to Licensee, including any obligation to remove such transferred Licensee Data from Garmin's servers, products, or applications or compensate Licensee or any End User. Licensee agrees that it is not Garmin's responsibility to take any steps to protect any Licensee or End User intellectual property rights, including copyrights in any Licensee Data and other content that is transferred to Garmin by Licensee or End Users through the Licensee Applications.

4.7. Licensee and its employees, contractors, and agents may voluntarily provide Garmin with feedback or comments related to the API and/or Garmin Brand Features and/or otherwise related to this Agreement ("Feedback"). Licensee hereby assigns, and will cause its employees, contractors, and agents to assign, to Garmin all right, title, and interest in any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever and without any attribution or compensation to Licensee or any third party. Licensee agrees that Garmin shall be free to copy, modify, create derivative works of, publicly display, disclose, distribute, license, sublicense, incorporate, and otherwise use Feedback, including all derivative works thereof, for any and all purposes, commercial or otherwise, with no obligation of any kind to Licensee or any third party. For the avoidance of doubt, Garmin will not be required to use any Feedback.

5. LICENSEE'S DUTIES AND RESTRICTIONS

5.1. Licensee shall:

a. follow all Application Requirements, including all upload and user experience guidelines and instructions, and such other documentation as provided and/or updated by Garmin from time to time;
b. ensure that the fundamental meaning of the API content is not changed or distorted;
c. ensure that the use or display of API content does not suggest that Garmin promotes or endorses Licensee or any third party or the causes, ideas, websites, products, or services of Licensee or any third party;
d. only use the API for the purposes and in the manner expressly permitted by this Agreement;
e. use the API and undertake Processing the data transmitted through the API in accordance with all applicable laws and regulations and in a manner consistent with any End Users' consent;
f. maintain a security program that includes policies and procedures to safeguard data and systems that are no less rigorous than accepted industry practices, including employing security controls to proactively and regularly defend, identify weaknesses, and identify attacks against systems or data that interface with Garmin and that at all times meet or exceed the Minimum Security Requirements;
g. notify Garmin (by emailing security@garmin.com and by calling +1 913.440.3500) within twenty-four (24) hours of identifying security weaknesses that, if exploited, threaten the confidentiality, integrity, or availability of Garmin systems or data;
h. notify Garmin (by emailing security@garmin.com and by calling +1 913.440.3500) within twenty-four (24) hours of any confirmed systems breach, data breach, Personal Data Breach, or major security incident against systems or data that interface with Garmin;
i. comply with all applicable laws, regulations, and policies, including but not limited to all laws, regulations, and policies, related to the manufacturing, marketing, sale, and distribution of Licensee Applications in the jurisdictions where any Licensee Application is available, manufactured, marketed, sold, distributed or used;
j. only market a Licensee Application for such Licensee Application's cleared or approved intended use/indication for use, and only in strict compliance with applicable law and regulatory requirements; and
k. comply with all terms set forth in this Agreement, including all obligations set forth in Section 15 below;
l. exercise reasonable efforts to stay informed regarding new Garmin products and features that are compatible with the API used by the Licensee Application.

5.2. Licensee shall not:

a. modify or edit any content, headlines, links, or metadata included in the API content when presenting it on a Licensee Application;
b. display the name, logo, trademark, or other identifier of another person (other than Garmin, in accordance with this Agreement) on any Licensee Application, Licensee's website, and/or any third party application and/or website, in each case, in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the API content on such Licensee Application;
c. use the API or the Garmin Brand Features in any manner or for any purpose that violates any law or regulation, any right of Garmin or any other person or entity, including intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this Agreement;

d. use the API to operate any application where human life may be at stake. Licensee understands that the API is not designed for such purposes and that Licensee's failure in such cases could lead to death or personal injury for which Garmin is not responsible;
e. sell, lease, share, transfer, or sublicense the License Key, provide access to the API, or derive income from the use or provision of the API, whether for direct commercial or monetary gain or otherwise, without Garmin's prior written permission;
f. use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the applicable Deliverables, as determined by Garmin in its sole discretion;
g. mislead or confuse End Users as to the features, functionality, origin, capabilities, or other aspects of the Licensee Application or the API;
h. interfere with, override, or disable any notices, settings, alerts, warnings, features, or functionality of the API, including any mechanisms used to restrict or control the Garmin Connect services or any other Garmin web services;
i. translate, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to source code, underlying ideas, algorithms, structure, organizational form, or other software component of the API;
j. use the API to design a client or application that uses any robot, spider, site search, or other retrieval application or device to scrape, retrieve, or index services provided by Garmin or its licensors, or to collect information about End Users for any unauthorized purpose;
k. use, deliver, transfer, or otherwise allow any spyware, adware, or other malicious software, data, or hardware;
l. copy the API, except as expressly permitted by this Agreement;
m. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, to the API;
n. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the API or any other material provided by Garmin, including any copy thereof;
o. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available, directly or indirectly, the API or any features or functionality of the API to any third party for any reason, including without limitation by making the API available on a network where it is capable of being accessed by more than one device at any time or developing a Licensee application programming interface to provide End User Data to third-party websites, software applications, platforms, services, or products that have not been approved by Garmin in writing;
p. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the API, Garmin Connect services, and/or any other Garmin web services;
q. combine or integrate the API with any software, technology, services, or materials, unless authorized (i) herein or (ii) by Garmin in writing;
r. attempt to cloak or conceal Licensee's identity or the identity of the Licensee Applications when requesting authorization to use the API;
s. violate, misappropriate, or infringe any copyright, patent, trademark, trade secret, rights of privacy and publicity, or other proprietary, contract, or legal right of any third party or of Garmin;
t. use the API or any Garmin Brand Feature to compete with Garmin, including displaying any advertising of products or applications that compete with Garmin's products or applications on any part of Licensee Applications; or
u. use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in: (i) counterfeit goods; (ii) items subject to U.S. embargo; (iii) unsolicited mass distribution of email (i.e., spam); (iv) multi-level marketing proposals; (v) hate speech or materials; (vi) hacking, surveillance, interception, or descrambling equipment; (vii) libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content; (viii) stolen products; and (ix) items used for theft, hazardous materials, or any illegal activities.

5.3. Licensee agrees to monitor the use of Licensee Applications for any activity that violates applicable laws, rules, regulations, or orders or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending End User(s) from further use of Licensee Applications. Licensee agrees to provide a resource for End Users to report abuse of Licensee Applications. As between Garmin and Licensee, Licensee is responsible for all acts and omissions of End Users in connection with Licensee Applications or otherwise under this Agreement. Licensee agrees that it is solely responsible for posting

any privacy notices and obtaining any consents from End Users required under applicable laws, rules, regulations, and orders for their use of Licensee Applications. Licensee agrees to enter into a written agreement with each End User that contains protections and limitations of liability, in each case for the benefit of Garmin, at least as protective as those contained in this Agreement.

5.4. Licensee agrees, upon Garmin's request, to promptly provide any clearance documentation related to Section 5.1(j) to support the marketing of any Licensee Application.

5.5. Licensee is solely responsible for complying with any laws, orders, rules, and regulations of: (a) regulatory bodies in China; and (b) any federal, state or local governmental authority and of any other jurisdiction, in each case, applicable to its use of the API or the manufacture, marketing, sale, distribution or other exploitation of any Licensee Application (e.g. MHRA, CFDA, etc.). Licensee agrees it will not seek any regulatory marketing permissions or make any determinations that may result in the API, Garmin Connect or any other Garmin product or service being determined to be regulated products or that may impose any obligations or limitations on Garmin.

5.6. Licensee acknowledges and agrees that (a) use of data and the Garmin Brand Features on any third party application or website in accordance with this Agreement may be subject to additional terms and conditions, including terms and conditions governing Licensee's and/or other third party's use of such application or website, (b) Licensee will comply with such terms and conditions, and (c) Garmin shall have no liability or other obligation under such terms and conditions or otherwise related to such use, except as explicitly set forth herein.

6. GARMIN BRANDING GUIDELINES

6.1 Subject to Licensee's strict compliance with the terms and conditions of this Agreement, Garmin grants Licensee a limited, worldwide, royalty-free, non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to display Garmin's trade name; the Garmin and/or Garmin Connect logos; and/or the Garmin, Garmin Connect, and/or Garmin mountain bike dynamics (including Grit™ and Flow™) word marks (collectively, "Garmin Brand Features") on (a) any content or data that is retrieved from Garmin Connect and displayed (i) in Licensee Applications or (ii) in third party applications or on Licensee's or any third party's website, in each case, using Licensee Applications and (b) Licensee Applications for the purposes of informing End Users that they can (i) retrieve their data from Garmin Connect and/or (ii) upload their data to their Garmin Connect accounts. Licensee must include the Garmin Brand Features in Licensee Applications, in third party applications, and on Licensee's and third party's websites for these limited purposes.

6.2 With respect to Licensee's use of the Garmin Brand Features, Licensee shall at all times adhere to the brand guidelines and appropriate icons set forth on https://developer.garmin.com/brand-guidelines/overview/, which may be revised by Garmin from time to time. With respect to Licensee's use of Garmin mountain bike dynamics (including Grit™ and Flow™) word marks and related data, Licensee shall at all times adhere to the display guidelines set forth on https://developer.garmin.com/brand-guidelines/overview/.

6.3 In using Garmin Brand Features, Licensee will not:

a. use Garmin Brand Features to disparage Garmin or its products or applications or cast Garmin in a negative light in any way;
b. display a Garmin Brand Feature in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Garmin; or
c. remove, distort, or alter any element of a Garmin Brand Feature (this includes squeezing, stretching, inverting, discoloring, etc.).

6.4 Licensee shall ensure that any display or distribution of Garmin Device Sourced Data to third parties, whether via Licensee Applications or as otherwise permitted, is accompanied by attribution in compliance with Garmin API Brand Guidelines, as updated from time to time and available at https://developer.garmin.com/brand-guidelines. Garmin will have the sole discretion to determine whether Licensee is in compliance with the Garmin API Brand Guidelines.

a. The attribution requirements of Section 6.4 do not apply to Garmin Device Sourced Data accessed exclusively from the Health API and used only within the defense, research, or remote patient monitoring markets, or within other use cases expressly approved in writing by Garmin, provided such data is not displayed or distributed to third parties with Licensee or third-party branding. In cases with such branding, attribution must comply with the Garmin API Brand Guidelines.

6.5 If Garmin determines that Licensee is not in compliance with the branding requirements of this Section, it will provide written notice (such as email) outlining the issue to Licensee. Licensee will have fourteen (14) days from receipt of the written notice to remedy the non-compliance. If not resolved within that period to Garmin's satisfaction, Garmin may reduce the quantity and/or content of Garmin Device Sourced Data supplied to Licensee. If the non-compliance persists for an additional fourteen (14) days, Garmin may suspend Licensee's access to Garmin Device Sourced Data and/or terminate this Agreement.

6.6 Licensee shall provide Garmin with no less than thirty (30) calendar days' prior written notice of any planned introduction of new content formats, user interfaces, or display mechanisms that incorporate Garmin Brand Features subject to Section 6.3 or display Garmin Device Sourced Data subject to the attribution requirements of Section 6.5. Such notice must be sent to connect-support@developer.garmin.com and include representative samples or mockups and a description of how the proposed use complies with applicable branding and attribution requirements.

7. LICENSEE TRADE NAME AND LOGO LICENSE

7.1. Licensee grants Garmin a personal, worldwide, royalty-free, non-assignable, non-transferable, non-sublicensable, irrevocable, and non-exclusive license to display Licensee's trade name and logo ("Licensee Brand Features") on Garmin's website to identify Licensee as a Garmin strategic collaborator related to the API implementation, including in the firmware of End Users' Garmin devices for purposes of identifying Licensee as the strategic collaborator that enabled the transfer of End User Data to that End User's Garmin Connect account.

7.2. In using Licensee Brand Features, Garmin will not:

a. use Licensee Brand Features to disparage Licensee or its products or applications or cast Licensee in a negative light in any way;
b. display a Licensee Brand Feature in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Licensee; or
c. remove, distort, or alter any element of a Licensee Brand Feature (this includes squeezing, stretching, inverting, discoloring, etc.).

8. CONFIDENTIALITY

8.1. The terms of this Agreement, the API, License Key, Deliverables, and any related information provided to Licensee by Garmin are proprietary and confidential information of Garmin and shall constitute "Garmin Confidential Information" under this Agreement. "Garmin Confidential Information" also includes any other non-public information (including non-public third-party information) that Licensee learns in connection with this Agreement or Licensee's use of any part of the API, including any non-public information related to Garmin's products, designs, research, development, know-how, business, finances, or personnel.

8.2. Licensee agrees to protect Garmin Confidential Information using at least the same degree of care that it uses to protect its own confidential information of similar importance, but no less than a reasonable degree of care. Licensee agrees to use Garmin Confidential Information solely for the purpose of exercising its rights and performing its obligations under this Agreement and agrees not to use Garmin Confidential Information for any other purpose, or for its own or any third party's benefit, without the prior written consent of an authorized representative of Garmin. Except as otherwise agreed to in writing by Garmin, Licensee further agrees not to disclose or disseminate Garmin Confidential Information to anyone, or to discuss anything about the Garmin Confidential Information with anyone, other than those of Licensee's employees and contractors, in each case, who have a need to know and who are bound by written obligations of confidentiality as least as restrictive as those set forth in this Section 8. Licensee shall be responsible for any breach by any such employee or contractor of this Section 8. Notwithstanding the foregoing, Licensee may disclose Garmin Confidential Information to the extent required by judicial or other governmental order, provided Licensee shall give Garmin written notice within a reasonable time prior to such disclosure, shall reasonably assist Garmin in obtaining a protective order or equivalent order governing the information disclosure, shall comply with any applicable protective order or equivalent order governing the information disclosure, and shall disclose only the Garmin Confidential Information required by such judicial or other governmental order.

8.3. Garmin works with many application and software developers, and some of their products may be similar to or

compete with Licensee's products and applications, including Licensee Applications. Garmin may also be developing its own similar or competing applications and products or may decide to do so in the future. To avoid potential misunderstandings, Garmin cannot agree to, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that Licensee may provide in connection with this Agreement, including information about Licensee's products and applications, including Licensee Applications (such disclosures will be referred to as "Licensee Disclosures"). Licensee agrees that any such Licensee Disclosures will be non-confidential. Garmin will be free to use and disclose any Licensee Disclosures on an unrestricted basis without notifying or compensating Licensee. Licensee releases Garmin from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Any physical materials Licensee submits to Garmin will become Garmin property, and Garmin will have no obligation to return those materials to Licensee or to certify their destruction.

8.4. Licensee will not issue any press releases or make any other public statements regarding Garmin, this Agreement, or the subject matter hereof, in each case, without Garmin's express prior written approval.

9. TERM AND TERMINATION

9.1. The term of this Agreement commences on the Effective Date and will continue in effect until terminated as set forth in Sections 9.2, 9.3, or 9.4 below.

9.2. Garmin may terminate this Agreement at any time by providing Licensee with thirty (30) days' prior written notice.

9.3. Licensee may terminate this Agreement by deleting and ceasing use of the API, Garmin Brand Features, and all copies thereof.

9.4. This Agreement will terminate immediately and automatically, without any notice by either Party, if Licensee violates any of the terms and conditions of this Agreement.

9.5. Upon termination of this Agreement for any reason, all licenses and rights granted to Licensee under this Agreement will also terminate, and Licensee must cease using, destroy, and permanently erase from all devices and systems, directly or indirectly controlled by Licensee, all copies of the API and Garmin Brand Features. Termination will not limit any of Garmin's rights or remedies at law or in equity. Upon termination of this Agreement, all other rights granted to Licensee under this Agreement will also terminate. Each Party's rights and obligations under Sections 2, 4.3-4.7, 5.2-5.6, 7, 8, 9.5, 10, 11, 12, 13, 14, 15, 16.1, 16.7, and 16.11-16.13 shall survive termination of this Agreement.

10. FEES AND PAYMENTS

10.1. Licensee acknowledges and agrees that no license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement. Licensee acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, Garmin reserves the right to charge fees for future use of or access to the API in Garmin's sole discretion. If Garmin decides to charge for any API, such charges and terms of payment will be disclosed to Licensee and effective upon thirty (30) days' prior notice from Garmin.

10.2. Without limiting Garmin's right to indemnification pursuant to Section 14.2 below, Garmin reserves the right to charge fees for request volume that exceeds any limits set forth in the Application Requirements.

11. DISCLAIMER OF WARRANTIES

11.1. Licensee's use of the API is at its own discretion and risk, and Licensee will solely be responsible for any damage that results from the use of the API, including any damage to Licensee's or its End Users' computer systems or devices or any loss of data.

11.2. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE API AND GARMIN BRAND FEATURES ARE USED AT ITS SOLE RISK. THE API AND GARMIN BRAND FEATURES ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND GARMIN AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE API AND GARMIN BRAND

FEATURES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GARMIN AND IT LICENSORS DO NOT WARRANT THAT THE API OR GARMIN BRAND FEATURES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS; OPERATE WITHOUT INTERRUPTION; ACHIEVE ANY INTENDED RESULT; BE COMPATIBLE OR WORK WITH ANY OF GARMIN'S, ITS LICENSEE'S, OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER PRODUCTS OR SERVICES; OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GARMIN OR A GARMIN AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY ON BEHALF OF GARMIN.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, GARMIN SHALL NOT BE LIABLE TO LICENSEE IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION, ALLEGING ANY LOSS, INJURY, OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT HEREUNDER OR FROM ANY ACT OR OMISSION BY GARMIN OR ANY OTHER PARTY RELATED TO THIS AGREEMENT, INCLUDING FROM THE USE OR POSSESSION OF THE API OR END USER DATA, OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS, OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

OR CONSEQUENTIAL DAMAGES (INCLUDING LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION OR INTERRUPTION OF BUSINESS) ARISING OUT OF LICENSEE'S USE OF OR INABILITY TO USE THE API, ANY DEFECT IN THE API, OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING A BREACH HEREOF, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF GARMIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, GARMIN'S TOTAL AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THE API, SHALL NOT EXCEED $1.00.

LICENSEE SHALL NOT BE LIABLE TO GARMIN FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS, OR SAVINGS, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

SOME STATES (INCLUDING NEW JERSEY), TERRITORIES, AND COUNTRIES DO NOT ALLOW CERTAIN LIABILITY EXCLUSIONS OR DAMAGES LIMITATIONS; PROVIDED, HOWEVER, THAT, IN THE EVENT ANY SUCH LIABILITY EXCLUSION AND/OR DAMAGES LIMITATION IS DECLARED INVALID OR UNENFORCEABLE, SUCH LIABILITY EXCLUSION AND/OR DAMAGES SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. RELEASE AND WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST GARMIN AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, SHAREHOLDERS, AGENTS, LICENSORS, CO-BRANDERS, REPRESENTATIVES, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR CLAIMS, DAMAGES (INCLUDING ACTUAL AND/OR CONSEQUENTIAL), COSTS, AND EXPENSES (INCLUDING LITIGATION COSTS AND ATTORNEYS' FEES) OF EVERY KIND AND NATURE, ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR LICENSEE'S USE OF THE API AND/OR GARMIN BRAND FEATURES.

14. LICENSEE WARRANTIES, HOLD HARMLESS, AND INDEMNITY

14.1. Licensee represents and warrants that (a) it will maintain, throughout the term of this Agreement, all required rights and licenses related to the Licensee Applications, and the Licensee Applications shall not infringe or otherwise violate any third party rights, including third party intellectual property rights; and (b) its uses of the API and data shall comply with all applicable foreign, federal, state, and local laws, rules, and regulations.

14.2. To the maximum extent permitted by applicable law, Licensee agrees to defend, hold harmless, and indemnify Garmin and its officers, directors, managers, partners, members, shareholders, agents, licensors, co-branders, representatives, and employees from and against any third party claim, loss, liability, judgment, demand, penalty (including any administrative penalty), settlement, investigation, cost, and expense (each, a "Claim") arising from or

in any way related to (a) Licensee's breach of this Agreement, (b) a Personal Data Breach or Claim caused by any violation of applicable law, act, omission, or negligence of Licensee, or (c) Licensee's use of the API in a manner that is inconsistent with the purpose set forth in Section 1 of this Agreement, or (d) Claims that a Licensee Application infringes the intellectual property rights of a third party. Garmin shall use good faith efforts to provide Licensee with written notice of such Claim. Garmin reserves the right, in Garmin's sole discretion, to assume the exclusive defense, control, and settlement of any Claim with legal counsel of Garmin's choice at the expense of Licensee, and, in such case, Licensee agrees to fully cooperate with Garmin in the defense of any such Claim. Licensee may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by Garmin or bind Garmin in any manner, without Garmin's prior written consent.

15. DATA PROTECTION AND PRIVACY

15.1. Through the API, Licensee may collect End User Data that constitutes Personal Data ("End User Personal Data") or receive End User Personal Data from Garmin.

15.2. The Parties are each separately responsible for, and shall each comply with, their respective obligations set forth in this Agreement and with their respective obligations contained in Applicable Data Protection Laws.

15.3. Each Party shall take actions to ensure the appropriate security of all End User Personal Data in its possession, custody, or control, including actions to protect against unauthorized or unlawful Processing and against accidental loss, destruction, or damage, using appropriate technical and organizational measures and in accordance with obligations under Applicable Data Protection Laws.

15.4. Licensee is responsible for complying with Applicable Data Protection Laws related to Licensee's Processing of End User Personal Data collected by Licensee through the API. Before collecting any End User Personal Data through the API, Licensee will (a) provide conspicuous notice in compliance with Applicable Data Protection Laws to the End User of its privacy practices applicable to Licensee Applications (a "Privacy Policy") and (b) confirm that any consent required by Applicable Data Protection Laws has been obtained from the End User, including any consent necessary to ensure that any disclosure of End User Personal Data hereunder is not deemed a sale as defined by Applicable Data Protection Law or that Licensee otherwise has a lawful basis for Processing, and provide the End User with the ability to easily withdraw such consent; (c) only Process any End User Personal Data in accordance with applicable notices and consents; and (d) respond in accordance with Applicable Data Protection Laws to End User requests to exercise their data subject rights, including their rights, where applicable, to access, rectify, erase, object to, restrict the Processing of, or export End User Personal Data that Licensee has collected via the API.

15.5. Licensee will not sell End User Personal Data received via the API without the End User's lawful consent.

15.6. Unless legally permitted to do so, Licensee will not use the API to make any modifications to any End User Personal Data, other than to modify the formatting of such End User Personal Data in order to display it in a manner appropriate for the pertinent Licensee Applications.

15.7. At Garmin's reasonable request, Licensee shall make available information necessary for Garmin to determine Licensee's compliance with its obligations under this Agreement, including but not limited to the data protection requirements and the artificial intelligence transparency requirements. Licensee shall promptly notify Garmin of any investigation by a data protection regulator or similar authority relating to Licensee's use of the API or to End User Personal Data, and, without prejudice to Garmin's indemnification rights, permit Garmin to cooperate with Licensee in responding to any such investigation if Garmin deems it appropriate for Garmin to participate.

15.8. Licensee is responsible for properly implementing Garmin's system for authorizing access to End User Personal Data via the API. Licensee shall not request or otherwise attempt to obtain the End User's Garmin login credentials, implement an alternative authorization system that is not specifically approved by Garmin in writing, or attempt to circumvent Garmin's access controls or other security measures in any manner.

15.9. Annex A - Standard Contract on cross-border transfer of personal information attached hereto. Garmin and Licensee shall enter into a Standard Contract on cross-border transfer of personal information as attached in Annex A hereto where the Personal Data is transferred outside of People's Republic of China. Garmin and Licensee will each comply with their respective obligations under the Standard Contract. The Parties agree that as and when the articles of Standard Contract are updated, replaced, or superseded, such updated or new model contractual clauses will automatically apply and be incorporated into this Agreement and govern the transfers to Third Countries of

Personal Data between Garmin and Licensee.

15.10. Licensee's Privacy Policy shall include a conspicuous artificial intelligence transparency statement (the "AI Transparency Statement") if End User Data will be used for training with, or processing by, artificial intelligence systems. The AI Transparency Statement shall:

a. Clearly inform End Users of the nature and purpose of any processing or training by artificial intelligence systems; and
b. Comply with any legal or regulatory obligations that apply to Licensee's use of End User Data with artificial intelligence systems, including mechanisms for (i) obtaining explicit consent from each End User before initiating any processing of End User Data; (ii) allowing End Users to withdraw such consent easily at any time; and (iii) updating to reflect changes in applicable laws, regulations, or Garmin policies.

16. GENERAL

16.1. The API may be subject to U.S. export control laws and any other applicable export control laws depending on the jurisdictions. Licensee shall not, directly or indirectly, export, re-export or release the API to, or make the API accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Licensee shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API available.

16.2. Licensee certifies and represents that, in the performance of this Agreement, it will comply with all applicable laws, regulations, rules, and orders.

16.3. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, employment, or agency relationship or as granting a franchise.

16.4. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision will be enforced to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

16.5. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

16.6. Upon acceptance of this Agreement by Licensee, this Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements of every kind and nature between the Parties regarding the subject matter hereof. Garmin may amend this Agreement from time to time, and any such amended Agreement will be made available to Licensee. Licensee's continued use of the API or Garmin Brand Features after such amended Agreement is made available to Licensee signifies Licensee's agreement to and acceptance of this Agreement, as amended. Except pursuant to the preceding three sentences, this Agreement may only be amended by mutual written agreement of the Parties.

16.7. Licensee shall not have any authority to assume or create any obligation for or on behalf of Garmin, express or implied, and Licensee shall not attempt to bind Garmin to any contract or agreement.

16.8. Unless specified otherwise in this Agreement, any communications or notices to Garmin in connection with this Agreement must be in writing and sent to the following address: Garmin China Shanghai RHQ Co. Ltd.., Attn: Legal Department, 37F, Building A, No. 391 Guiping Road, Xuhui District, Shanghai, China 200233 . All such communications and notices must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by nationally recognized overnight courier service, and are deemed given upon receipt by Garmin. Notwithstanding the foregoing, Licensee hereby consents to receiving electronic notices and other communications from Garmin, including notices about applicable fees and charges, transactional information, and other information concerning or related to this Agreement or the API. Licensee agrees that any notices, agreements, disclosures, or other communications that Garmin sends to Licensee electronically will satisfy any legal communication and notice requirements set forth herein or pursuant to applicable law, including that such communications be in writing.

16.9. This Agreement, including any rights and obligations hereunder, may not be assigned or transferred by Licensee, whether by merger, operation of law, or otherwise, without the prior written consent of Garmin, and any action or conduct in violation of the foregoing will be void and without effect. Garmin expressly reserves the right to assign this Agreement.

16.10. Except as otherwise specifically agreed to in writing by Licensee and Garmin, any controversy or claim arising out of or relating to this Agreement or use of the API and/or Garmin Brand Features, where such Licensee is incorporated, organized, or domiciled in People's Republic of China, which is not resolved by the Parties, shall be adjudicated by any court of competent jurisdiction in Shanghai. For a Licensee incorporated, organized, or domiciled outside the People's Republic of China, any controversy or claim arising out of or relating to this Agreement or use of the API and/or Garmin Brand Features shall be determined by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The place of arbitration shall be New York, New York, USA. The language of the arbitration shall be English. Notwithstanding this agreement to arbitrate, Licensee agrees that Garmin will be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. In any controversy or claim between the Parties arising out of or related to this Agreement or use of the API and/or Garmin Brand Features by Licensee, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs from the other Party.

16.11. THIS AGREEMENT AND RELATIONSHIP BETWEEN LICENSEE AND GARMIN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF PEOPLE'S REPUBLIC OF CHINA.

16.12. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE ACKNOWLEDGES AND AGREES THAT (A) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR USE OF THE API AND/OR GARMIN BRAND FEATURES MAY ONLY BE BROUGHT BY LICENSEE IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN COURT OR AN ARBITRATION PROCEEDING, AND (B) NO COURT OR ARBITRATOR MAY CONSOLIDATE MORE THAN ONE SUCH CONTROVERSY OR CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING RELATED TO ANY SUCH CONTROVERSY OR CLAIM.

GARMIN
1200 East 151 Street
Olathe, Kansas 66062
P: 913-440-1280

Annex A

Standard Contract on Cross-border Transfer of Personal Information

For the purpose of ensuring that processing of personal information by the Overseas Recipient complies with the personal information protection standards provided by laws and regulations of the People's Republic of China and establishing clearly the rights and obligations of the Personal Information Processor and the Overseas Recipient, the Parties have agreed to enter into this contract.

The Personal Information Processor and the Overseas Recipient initiate activities related to cross-border transfer of personal information in accordance with business activities related to such activities, the Overseas Recipient has agreed to comply with the GARMIN CONNECT DEVELOPER PROGRAM AGREEMENT.
The body of this contract complies with the requirements of the Contract for Cross-border Transfer of Personal Information. Other agreements between the Parties may be described in detail in Appendix 2. The appendices constitute an integral part of this contract.

Article 1 Definitions

In this contract, unless the context otherwise states:

1.1 “Personal Information Processor” refers to organizations and individuals that, in personal information processing activities, autonomously decide processing purposes and processing methods.

1.2 “Overseas Recipient” refers to an organization or individual that is outside the People's Republic of China and receives personal information from a personal information processor.

1.3 The Personal Information Processor and the Overseas Recipient are referred to individually as a "Party" and collectively as the "Parties".

1.4 “Personal information subject” refers to a natural person identified by or related to personal information.

1.5 “Personal information” refers to all kinds of information, recorded by electronic or other means, related to identified or identifiable natural persons, not including information after anonymization.

1.6 “Sensitive personal information" refers to personal information that, once leaked or illegally used, may easily cause harm to the dignity of natural persons grave harm to personal or property security, including information on biometric characteristics, religious beliefs, specially-designated status, medical health, financial accounts, individual location tracking, etc., as well as the personal information of minors under the age of 14.

1.7 “Regulator” refers to a provincial or higher cyberspace authority of the People's Republic of China.

1.8 “Applicable laws and regulations” refer to the Cybersecurity Law of the People's Republic of China, the Data Security Law of the People's Republic of China, the Personal Information Protection Law of the People's Republic of China, the Civil Code of the People's Republic of China, the Civil Procedure Law of the People’s Republic of China, the Standard Contract on Cross-border Transfer of Personal Information and other laws and regulations.

1.9 The definitions of terms not defined herein shall be consistent with those provided in the applicable laws and regulations.

Article 2 Obligations of the Personal Information Processor

The Personal Information Processor shall perform the following obligations:

2.1 Personal information is processed in accordance with the applicable laws and regulations. The scope of cross-border transfer of personal information is limited to the minimum required in order to fulfill the purpose of processing.

2.2 Personal information subjects are informed of the name and contact information of the Overseas Recipient, the purpose of processing, method of processing, types of personal information, retention period in Appendix I: Information on Cross-border Transfer of Personal Information, and the and procedure for exercising the rights of a personal information subject. Where sensitive personal information is involved, personal information subjects are informed of the necessity of transferring sensitive personal information and the impact on individuals. Exceptions for no notification required are made by applicable law and administrative regulations.

2.3 Where cross-border transfer is based on individual consent, personal information subject’s separate consent shall be obtained. Where personal information of minor subjects under age 14 is involved, the consent of the parents or other guardians of the minors shall be obtained. Where written consent is required by the laws or administrative regulations, written consent shall be obtained.

2.4 Personal information subjects are informed that the Personal Information Processor and the Overseas Recipient name the personal information subjects as third-party beneficiaries in this contract and the personal information subjects who do not explicitly refuse such designation within thirty days will be entitled to the rights of a third-party beneficiary under this contract.

2.5 The Personal Information Processor will make reasonable efforts to ensure that the Overseas Recipient is able to

perform its obligations under this contract and adopt the following technical and management measures (considering in general potential personal information security risks arising from the type, scale, scope and sensitivity of personal information, scale and frequency of transfer, transfer of personal information and retention period for the Overseas Recipient, and purpose of personal information processing):

Technical measures:

- HTTPS is used to transmit data.
- Oauth1.0a is used to request signing.

Management measures:

- The Overseas Recipient must submit request for receiving, which will be reviewed thoroughly before receiving can be approved, including but not limited website, privacy policy, and email. A special team reviews from time to time the use of API received.
- The Overseas Recipient must sign an API license agreement, which contains limitation of liability clauses.
- The Overseas Recipient must complete the development of a test app for evaluation and the test app must be able to meet the requirements of the Personal Information Processor before the development of the official app can be permitted to begin.
- The personal information subjects must complete the one-time authorization process to consent to sharing of their Garmin data. The personal information subjects will be able to control exactly the type(s) of Garmin data to be shared.
- The Overseas Recipient is able to obtain only historic user data pushed by the Personal Information Processor.

2.6 The Personal Information Processor will provide the Overseas Recipient with copies of relevant regulatory requirements and technical standards at the Overseas Recipient's request.

2.7 The Personal Information Processor will answer questions regarding the Overseas Recipient's processing of personal information from the regulators.

2.8 The Personal Information Processor will assess the impacts on personal information protection from the proposed act of providing personal information to the Overseas Recipient according to applicable laws and regulations. The assessment has taken into account of

2.8.1 The legality, legitimacy, and necessity of the purpose, scope, and method of personal information processing by the Personal Information Processor and the Overseas Recipient.

2.8.2 The scale, scope, type, and sensitivity of personal information to be transferred across borders and the potential risk to personal information rights arising from cross-border transfer of personal information.

2.8.3 The liabilities and obligations which the Overseas Recipient promises to assume and whether the management and technical measures and abilities for performing the liabilities and obligations can ensure the security of personal information to be transferred across borders.

2.8.4 The risk of leakage, damage, alteration, and abuse of personal information after being transferred across borders and whether the channels for individuals to assert personal information rights are available.

2.8.5 The potential impacts of local personal information protection policies and laws on the terms and conditions of this contract according to Article 4 herein; and

2.8.6 Other matters that may have a potential impact on the security of personal information to be transferred across borders.

Personal information protection assessment reports shall be stored for a minimum of three years.

2.9 The Personal Information Processor will provide a copy of this contract to a personal information subject at the request of the personal information subject. To the extent necessary for protecting trade secret or other confidential information, under the assumption of understanding of this contract isn't affected, relevant contents of this contract may be redacted before a copy is provided.

2.10 The Personal Information Processor bears the burden of proof regarding to performing obligations under this contract.

2.11 The Personal Information Processor will provide information described in Article 3, Item 3.1, including all audit results, to the regulators as required by the applicable laws and regulations.

Article 3 Obligations of the Overseas Recipient

The Overseas Recipient shall perform the following obligations:

3.1 The Overseas Recipient will process personal information in accordance with the terms and conditions listed in Appendix I: Information on Cross-border Transfer of Personal Information. If processing purpose, method, and type of personal information exceed the terms and condition listed in Appendix I, where cross-border transfer is based on individual consent, personal information subject's separate consent shall be obtained. Where personal information of minor subjects under age 14 is involved, the consent of the parents or other guardians of the minors shall be obtained.

3.2 Where the Personal Information Processor entrusts the processing of personal information, the Overseas Recipient shall process personal information according to this contract and shall not exceed the processing purpose, method

specified in this contract.

3.3 The Overseas Recipient will provide a copy of this contract to a personal information subject at the request of the personal information subject. To the extent necessary for protecting trade secret or other confidential information, under the assumption of understanding of this contract isn't affected, relevant contents of this contract may be redacted before a copy is provided.

3.4 The Overseas Recipient will adopt method with the smallest influence on individual rights and interests for processing personal information.

3.5 The retention period for personal information is the minimum length of time needed to fulfill the purpose of processing. After the above retention period has elapsed, personal information (including all backup copies) shall be deleted. If the entrusting contract does not take effect, is void, has been cancelled, or has been terminated, the Overseas Recipient shall return the personal information to the Personal Information Processor or delete it, and provide written explanation to the Personal Information Processor. Where deletion is technically difficult to achieve, the Overseas Recipient shall cease all processing except storage and necessary security protection measures.

3.6 The Overseas Recipient will ensure the security of personal information processing as follows:

3.6.1 Take technical and management measures described in Article 2, Item 2.5 and conduct regular inspection to ensure security of personal information.

3.6.2 Ensure the personnel authorized to process personal information perform their duty of confidentiality and implement the principle of least privilege.

3.7 Where a personal information leak, distortion, loss, illegally used, or unauthorized access occurs or might have occurred, the Overseas Recipient shall:

3.7.1 Take appropriate remedial measures in a timely manner to reduce adverse effects on the personal information subjects.

3.7.2 Immediately notify the Personal Information Processor and report to the regulators of the People's Republic of China according to the applicable laws and regulations. Notification shall cover the following:

a. The type of personal information that leak, distortion, loss, illegally used, or unauthorized access occurs or might have occurred, reasons, and potential threats.
b. Remedial measures taken.
c. Measures to be taken by individuals to mitigate threats.
d. The contact information for the person or team in charge of handling related circumstance.

3.7.3 Notification of personal information subjects as required by the applicable laws and regulations shall cover the information in Item 3.7.2 above. When personal information is processed at the commission of the Personal Information Processor, the Personal Information Processor has the obligation of notifying personal information subjects.

3.7.4 All facts related to personal information leak, distortion, loss, illegally used, or unauthorized access occurs or might have occurred, including all remedial measures taken, are to be recorded and stored.

3.8 The Overseas Recipient is able to provide personal information to third party outside the People's Republic of China, where all the following conditions are met:

3.8.1 It is necessary to complete a business activity.

3.8.2 The personal information subjects are informed of the name, contact information, purpose of processing, method of processing, type of personal information, retention period, and the method and procedure for exercising the rights of a personal information subject of the third party. Where sensitive personal information is provided to the third party, the personal information subjects are informed of the necessity of transferring sensitive personal information and the impact on individuals, except where notification is not required by the applicable laws and regulations.

3.8.3 Where providing personal information to third party outside the People's Republic of China is based on individual consent, personal information subject's separate consent shall be obtained. Where personal information of minor subjects under age 14 is involved, the consent of the parents or other guardians of the minors shall be obtained. Where written consent is required by the laws or administrative regulations, written consent shall be obtained.

3.8.4 The Overseas Recipient has reached written agreement with the third party to ensure that the third party reaches personal information protection standards to those required by the applicable laws and regulations of the People's Republic of China. The Overseas Recipient will also assume liability for infringing rights of a personal information subject by providing personal information to third party outside the People's Republic of China.

3.8.5 The Overseas Recipient will provide a copy of this contract to a personal information subject at the request of the personal information subject. To the extent necessary for protecting trade secret or other confidential information, under the assumption of understanding of this contract isn't affected, relevant contents of this

contract may be redacted before a copy is provided.

3.9 When processing personal information at the commission of the Personal Information Processor, the Overseas Recipient will obtain the Personal Information Processor's prior consent before hiring a third-party subcontractor. The Overseas Recipient will ensure third-party subcontractors will not process personal information outside the purpose and method of processing provided in Appendix I: Information on Cross-border Transfer of Personal Information herein. In addition, the Overseas Recipient will monitor personal information processing activities conducted by these third parties.

3.10 Where implementing automated decision-making for personal information, the Overseas Recipient will ensure transparent decision-making and fair and impartial result. There will be no differential treatment on unreasonable grounds regarding price or other terms of transaction. Where automated decision-making is used to push information to individuals and conduct marketing, the Overseas Recipient shall offer choices not targeting specific personal traits or providing easier ways to opt out at the same time.

3.11 The Overseas Recipient covenants to provide the Personal Information Processor with all necessary information in compliance with the obligations under this contract and to allow the Personal Information Processor to review data files and documents or audit processing activities under this contract. When a review or audit has been decided, the Overseas Recipient will facilitate the audit to be conducted by the Personal Information Processor.

3.12 The Overseas Recipient will keep impartial records on personal information processing activities conducted. These records will be kept for a minimum of three years. The Overseas Recipient will provide relevant records and documents to the regulators directly or through the Personal Information Processor as required by the applicable laws and regulations.

3.13 While monitoring the procedures related to performance of this contract, the Overseas Recipient agrees to accept supervision and management by the regulators, including but not limited to answering questions from the regulators, cooperating with inspection by the regulators, complying with measures taken or decisions made by the regulators, and providing written proof of necessary actions taken.

Article 4 Impacts of local personal information protection policies and laws on performance of this contract

4.1 The Parties hereby warrant that after reasonable efforts they remain unaware of any personal information protection policy or regulation (including any requirement to provide personal information or any rule granting a government agency access to personal information) in the country or region in which the Overseas Recipient is located that will prevent the Overseas Recipient from performing its obligations under this contract.

4.2 The Parties hereby represent that provision of the warrant in Article 4, Item 4.1 had taken into account the following:

4.2.1 The details of cross-border transfer, including the purpose of personal information processing, type, scale, scope and sensitivity of personal information to be transferred, scale and frequency of transfer, transfer of personal information and retention period for the Overseas Recipient, the Overseas Recipient's prior experience in similar cross-border transfer of personal information and processing, whether the Overseas Recipient had encountered data security incidents and whether it responded promptly and effectively, and whether the Overseas Recipient had been required by a government agency in the country or region in which it is located to provide personal information and the Overseas Recipient's response;

4.2.2 The personal information protection policies and regulations of the country or region in which the Overseas Recipient is located, including the following:

a. The currently prevailing standards for applying personal information protection laws and regulations in the country or region.

b. Any membership of the country or region in regional or global personal information protection organization and any binding global commitment.

c. Mechanisms for ensuring personal information protection in the country or region, such as the presence or absence of any regulatory or enforcement agency and judicial institution to oversee personal information protection.

4.2.3 Protection provided by the Overseas Recipient's security management systems and technical means.

4.3 The Overseas Recipient warrants that when performing assessment under Article 4, Item 4.2, it has made best efforts to provide necessary information to the Personal Information Processor.

4.4 The Parties shall record the process and results of assessments performed under Article 4, Item 4.2.

4.5 Where changes in the personal information protection policies and regulations (including where the country or region in which the Overseas Recipient is located changes the laws or takes enforcement measures) in the country or region in which the Overseas Recipient is located cause the Overseas Recipient to be unable to perform this contract, the Overseas Recipient shall notify the Personal Information Processor immediately upon becoming aware of said changes.

4.6 Where the Overseas Recipient receives a request from the government agency or judicial institution of the country or

region where it is located to provide personal information under this contract, it shall immediately notify the Personal Information Processor.

Article 5 Rights of personal information subjects

The Parties acknowledge the following rights of personal information subjects as third-party beneficiaries under this contract.

5.1 Personal information subjects, according to the applicable laws and regulations, have the right to know, decide, restrict, or refuse a third party to process their personal information, the right to view, copy, correct, supplement, or delete their personal information, and the right to demand an explanation of the personal information processing rules.

5.2 Where a personal information subject demands to exercise the aforesaid rights over personal information transferred across borders, the personal information subject may request that the Personal Information Processor take appropriate action to achieve this purpose or make a request directly with the Overseas Recipient. Where the Personal Information Processor is unable to achieve this purpose, the Personal Information Processor shall notify and require the Overseas Recipient to assist in achieving this purpose.

5.3 The Overseas Recipient shall follow the Personal Information Processor's notification or the personal information subject's request and, within a reasonable period of time, fulfill exercise of the rights by the personal information subject under the applicable laws and regulations. The Overseas Recipient shall notify the personal information subject of true, accurate, and complete information in an apparent, clear, and easy-to-understand language.

5.4 If the Overseas Recipient intends to refuse a request from a personal information subject, the Overseas Recipient shall inform the personal information subject of the reason for refusal and the channel through which the personal information subject may file a complaint to the regulator and seek legal remedy.

5.5 As third-party beneficiaries, personal information subjects have the right to assert and demand that either the Party or the Parties to perform the following provisions regarding the rights of personal information subjects under this contract:

5.5.1 Article 2, except for Item 2.5, Item 2.6, Item 2.7, and Item 2.11.
5.5.2 Article 3, except for Item 3.7.2, Item 3.7.4, Item 3.9, Item 3.11, Item 3.12, and Item 3.13.
5.5.3 Article 4, except for Item 4.5, and Item 4.6.
5.5.4 Article 5.
5.5.5 Article 6.
5.5.6 Item 8.2, and Item 8.3.
5.5.7 Item 9.5.

The above agreement does not affect the rights and interests of a personal information subject in accordance with the Personal Information Protection Law of the People's Republic of China.

Article 6 Remedies

The Overseas Recipient shall appoint one contact person within its organization and authorize this contact person to respond to inquiries or complaints regarding personal information processing and handle promptly any inquiries or complaints from personal information subjects. The Overseas Recipient shall inform the Personal Information Processor of the information of the contact person. The Overseas Recipient shall also inform the personal information subjects of the same in an easy-to-understand manner through individual notifications or on the Overseas Recipient's website.

6.1 The Parties agree if a dispute regarding performance of this contract has risen between a personal information subject and either Party, the Party shall notify the other party and the Parties shall work together to resolve the dispute.

6.2 Where a dispute cannot be resolved in an amicable manner and the personal information subject exercises a third-party beneficiary's rights under Article 5, the Overseas Recipient will accept the personal information subject's assertions of rights as follows:

Filing a complaint to the regulator.
Filing a lawsuit to the court named in Item 6.5.

6.3 The Parties agree that the personal information subject shall exercise the rights of a third-party beneficiary regarding the disputes in this contract, and if the personal information subject chooses, relevant laws and regulations of the People's Republic of China shall prevail.

6.4 The Parties agree that where a personal information subject exercise the rights of a third-party beneficiary regarding the disputes in this contract, a personal information subject can file a lawsuit to people’s court with jurisdiction based on Civil Procedure Law of the People's Republic of China.

6.5 The Parties agree that a personal information subject's assertion of rights will not impair rights of the personal information subject to seek remedies according to other laws and regulations.

Article 7 Cancellation of contract

7.1 In the event that the Overseas Recipient violates its obligations under this contract, or changes in the personal information protection policies and regulations (including where the country or region in which the Overseas Recipient is located changes the laws or takes enforcement measures) in the country or region in which the Overseas Recipient is located cause the Overseas Recipient to be unable to perform this contract, the Personal Information Processor may suspend providing personal information to the Overseas Recipient until such violation is corrected or this contract is cancelled.

7.2 The Personal Information Processor have the right to cancel this contract under any of the following circumstances and notify the regulator if necessary:

7.2.1 The Personal Information Processor has suspended transfer of personal information to the Overseas Recipient for more than one month according to Article 7, Item 7.1.

7.2.2 The Overseas Recipient's compliance with this contract will constitute a violation of the law of the country or region in which it is located.

7.2.3 The Overseas Recipient is in serious or continuous breach of its obligations under this contract.

7.2.4 The Overseas Recipient or the Personal Information Processor is in breach of the terms and conditions of this contract according to a final judgment made by a court or regulator with jurisdiction over the Overseas Recipient.

The Overseas Recipient is permitted to cancel this contract under Item 7.2.1, 7.2.2, or 7.2.4.

7.3 Where both Parties have agreed to cancel this contract, cancellation of this contract will not exempt the Parties from their obligations to protect personal information in the process of personal information processing.

7.4 Where this contract is cancelled, the Overseas Recipient shall return to the Personal Information Processor or delete the personal information received under this contract and provide written explanation. Where deletion is technically difficult to achieve, the Overseas Recipient shall cease all processing except storage and necessary security protection measures.

Article 8 Liability for breach of contract

8.1 The Parties shall be held liable for any damages caused by the other Party as a result of a breach of this contract.

8.2 A Party that commits a breach of this contract and infringes the rights of personal information subjects shall assume civil liability to the personal information subjects. This does not affect the administrative liability and criminal liability to be assumed by the Personal Information Processor under the applicable laws and regulations.

8.3 Where the Parties assume jointly and severally liability, personal information subjects have the right to claim either one or both parties to assume liabilities. Where a Party assumes joint and several liability exceeds the share to be undertaken by the other Party, the Party shall have the right to claim compensation from the other Party.

Article 9 Others

9.1 If this contract is in conflict with any other existing agreement between the Parties, the provisions of this contract shall prevail.

9.2 The establishment, effectiveness, performance, interpretation of this contract, and any disputes between the two parties arising from this contract is governed by the laws of the People's Republic of China.

9.3 All notifications from the Parties are to be sent by email, telegraph, teletype, fax (with confirmation copy sent by air mail), or registered air mail or to address provided by written notice. Notifications or communications sent by registered air mail under this contract shall be considered received 10 days after the postmark date; and those sent by email, telegraph, teletype, or fax shall be considered received 10 working days after they are sent.

9.4 Regarding to disputes between the Personal Information Processor and the Overseas Recipient over this contract and claims for compensation by either Party against the other Party after the first Party has paid damages to personal information subjects, the Parties shall resolve such disputes or claims by negotiation. Where a dispute or claim cannot be resolved by negotiation, either Party may opt for litigation. A lawsuit will be filed to the people's court with jurisdiction in the People's Republic of China.

9.5 This contract shall be interpreted according to the applicable laws and regulations. This contract shall not be interpreted in any manner contradictory to the rights and obligations provided by the applicable laws and regulations.

9.6 This contract is executed in duplicate copies with the Parties each retaining one original copy that have the same legal effect.

Appendix 1- **Information on Cross-border Transfer of Personal Information**

Details of providing personal information across borders according to this contract shall be as follows:

1. The purpose of processing: To initiate collaboration with the Overseas Recipient through API in order to allow personal information subjects to freely choose information processors based on preference and to allow the Overseas Recipient

to grow its business through the Personal Information Processor's products while extending the reach of the Personal Information Processor's product sales and brand marketing.

2. The method of processing: The method of processing that will be notified to the users is determined by the Overseas Recipient.

3. The scale of personal information to be transferred: App users who have had consent of personal information subjects to share their data. The total number of personal information to be transferred will not exceed the total number of app users.

4. Types of personal information to be transferred across borders (based on Standard GB/T35273 on Information Security Technology - Personal Information Security Specification and related standards): Personal Information Processor may transfer Personal Data to the Overseas Recipient, the extent of which is determined and controlled by the Personal Information Processor in its sole discretion, and which may include data elements specified in the applicable Documentation.

5. Types of sensitive personal information to be transferred across borders (if applicable, based on Standard GB/T35273 on Information Security Technology - Personal Information Security Specification and related standards): Depending on the API used, Personal Information Processor may transfer data relating to the health of a data subject.

6. The Overseas Recipient will only provide personal information to the following third party outside mainland China (if applicable): Information is specified in the applicable Documentation.

7. Transfer method: API

8. Retention period after cross-border transferring: For duration of the End User maintaining an account with data importer or until End User exercises rights to delete Personal Data, whichever comes first.

9. Storage location after cross-border transferring: Information is specified in the applicable Documentation.

10. Miscellaneous (provide as needed):

Appendix 2- **Other terms**

1. Cross-border Transfer of Personal Information of Affiliates

1.1 For the purpose of this business partnership, either Party may have one or more affiliates participate in the cross-border transfer of personal information under this contract. Both Parties represent that they have the authority to make covenants on behalf of their respective affiliates and make their respective affiliates comply with all terms and conditions of this contract. An overseas affiliate of either Party receiving or accessing personal information will be treated as a cross-border transfer of personal information. Where cross-border transfer of personal information by an affiliate is in violation of the terms and conditions, the Personal Information Processor or the Overseas Recipient shall be held solely liable.

1.2 “Affiliates” include (1) a parent company that holds directly or indirectly more than half of the shares of the Personal Information Processor or the Overseas Recipient; and (2) other companies of which the Personal Information Processor, the Overseas Recipient, or a parent company of either Party holds directly or indirectly more than half of the shares.

2. Cancellation of contract

When other business agreements related to personal information processing in this contract are cancelled, this contract shall be cancelled at the same time. However, cancellation of this contract will not exempt the Parties from their obligations to protect personal information in the process of personal information processing.