

EXHIBIT A

THE INSPECTION, REPAIR, OR REPLACEMENT PROGRAM

To be eligible for relief under the Inspection, Repair, or Replacement Program a Class Member must meet all the requirements below.

A. Inspection, Repair, or Replacement Program Procedures

1. See Section 5.2 of the Settlement Agreement for additional detail on the operative provisions of the Inspection, Repair, or Replacement Program.

2. Suunto will establish an online portal on its website that also will be linked to the Settlement Website for Class Members to participate in the Inspection, Repair, or Replacement Program. The online portal will require that Class Members input identifying information under penalty of law, including: the Class Member's name and address, the serial number on the Dive Computer being sent in for inspection, the approximate date of purchase, and the location (*e.g.* store) and country of purchase. The form that Class Members will be required to complete on the online portal shall be substantially similar to the Inspection, Repair, or Replacement Program Claim Form attached as Exhibit B to the Settlement Agreement. The online portal on Suunto's website shall remain available during the entire duration of the Inspection, Repair, or Replacement Program.

3. Class Members may also participate in the Inspection, Repair, or Replacement Program by submitting the Inspection, Repair, or Replacement Program Claim Form on the Settlement Website, by mail to the address listed on the Inspection, Repair, or Replacement Program Claim Form, or in person at an authorized Suunto service centre.

4. Potential depth pressure sensor failures include the Dive Computer showing the wrong depth or temperature, showing erratic depth or temperature, not reacting to pressure

changes, not showing depth, self-diving, or being stuck in an ER mode related to depth pressure sensor failure. These indications may not be conclusive of a depth pressure sensor failure.

5. Class Members who have a good faith belief that their Dive Computer has a depth pressure sensor failure may, at any time during the Inspection, Repair, or Replacement Program period, initiate a claim through the above-described online portal on Suunto's website, through the Settlement Website, by mail, or by appearing in person with the Dive Computer at an authorized Suunto service centre. Upon receipt of such a claim, Suunto may, for good cause, request from a Class Member further appropriate evidence to confirm class membership or to confirm eligibility of a Class Member's Dive Computer under the Inspection, Repair, or Replacement Program. Suunto, with the approval of Class Counsel, may in its discretion deny in whole or in part any submitted Inspection, Repair or Replacement Program Claim Form where actual or likely fraud or abuse is found. Any disputes will be handled under the Appeal Process below.

6. Suunto will maintain a current list of authorized service centres on its website and the Settlement Website.

7. After the Class Member initiates a claim to participate in the Inspection, Repair, or Replacement Program with Suunto through the Suunto online portal, Settlement Website, mail, or in person, the Class Member will be contacted by Suunto or its representative within approximately seven (7) days. Suunto or the representative will provide the Class Member with a unique Return Authorization number and provide the Class Member with instructions on how and where to send, at Suunto's cost, the Dive Computer to an authorized Suunto service centre for inspection.

8. Consistent with Suunto's current Service Manuals (as may be reasonably modified from time to time but must remain consistent with the terms of the Settlement Agreement and in no event result in fewer replacements and repairs than under the current Service Manuals), all Dive Computers presented by Class Members through the Inspection, Repair, or Replacement Program shall be inspected, within approximately fourteen (14) days of receipt of the Dive Computer, by a trained technician at an authorized Suunto service centre to determine if the depth pressure sensor in the Dive Computer has failed. Consistent with the Service Manuals, before declining to repair or replace a Dive Computer presented for inspection, the inspection shall include a physical assessment of the Dive Computer, review of the dive logs if available, a test dive, condensation test, and any additional testing that is appropriate.

- a. Physical Assessment: The physical assessment of the Dive Computer shall include a visual inspection for signs of damage or water leakage. The buttons, sounds, display, backlight, and water contact functionality on the Dive Computer also should be tested, consistent with the Service Manuals, to ensure they are functioning properly, including whether the Dive Computer's temperature measurement and compass readings are accurate.
- b. Dive Log Review: The dive logs on the Dive Computer should be reviewed, if available, to determine whether there are any obvious inaccuracies that occurred during previous dives.
- c. Test Dive: The test dive shall be conducted in a dive simulator pursuant to the procedures set forth in the Service Manuals.
- d. Condensation test: The condensation test shall be conducted in compliance with all applicable standards as described in the Service Manuals.

9. If, based on the inspection, a depth pressure sensor failure is confirmed, Suunto through its authorized service centres shall repair or replace the Dive Computers pursuant to its established protocols in accordance with the then current Service Manuals at Suunto's determination. The replacement dive computer may be a new or a refurbished Suunto dive computer with similar or better functionality, as of the time of replacement, at Suunto's option in such cases.

10. If based on inspection, the authorized Suunto service centre determines the depth pressure sensor has not failed, Suunto will contact the Class Member within seven (7) days of completion of the inspection, inform the Class Member of the findings in writing, and arrange for return of the Dive Computer to the Class Member.

B. Appeal Process

1. If the Class Member disputes Suunto's denial of a claim under the Inspection, Repair, or Replacement Program, or the findings of the authorized Suunto service centre that the Class Member's Dive Computer does not have a depth pressure sensor failure, Suunto shall promptly notify Class Counsel and Suunto's Counsel of the Suunto service centre's decision and provide Class Counsel and Suunto's Counsel with copies of all documents related to that decision. The decision and courses of action of the authorized Suunto service centre will be final, except that Class Counsel may challenge the decision on the grounds that the decision is inconsistent with the terms of this Settlement Agreement. The parties agree that they shall provide notice of any change of counsel affecting relief under the Inspection, Repair, or Replacement Program.

C. Limitations and Exclusions from the Inspection, Repair, or Replacement Program

1. Specifically excluded from this Inspection, Repair, or Replacement Program are any Dive Computers that were purchased used, or Dive Computers that were purchased for resale. Further excluded from this Inspection, Repair, or Replacement Program are Dive Computers that had a depth pressure sensor failure caused by a) modification to the Dive Computer, b) overexposure to chemicals, or c) misuse of the Dive Computers, in accordance with the terms of Suunto's warranty as of the date of this Settlement Agreement.