

**EQUIMETRICS S-PRO TERMS AND CONDITIONS FOR
THE SALE OF PRODUCTS AND SUPPLY OF SERVICES
(SALE AND SUBSCRIPTION)**

This Agreement is entered into between Equimetrics Limited, a company registered in Ireland under company number 676674 and having its registered office at Carriganog, Owing Hill, Pilltown, County Kilkenny, Ireland ("**Equimetrics**" or "**Supplier**") and the Customer and sets out the terms and conditions governing the supply and use of the Products and the Services.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 16 (LIMITATION OF LIABILITY).

BY PLACING AN ORDER FOR THE PRODUCTS AND THE SERVICES AND/OR BY USING THE PRODUCTS AND THE SERVICES THE CUSTOMER ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Agreement"	means these Equimetrics S-Pro Terms and Conditions for the Sale of Products and Supply of Services, as may be amended in accordance with the provisions herein from time to time.
"Aggregated Data"	has the meaning given in clause 8.2.1.
"AI"	has the meaning given in clause 8.3.1.
"Applicable Law"	means all applicable laws, statutes, and regulations from time to time in force.
"Applicable Data Protection Laws"	means the Irish Data Protection Acts 1988 – 2018, the General Data Protection Regulation ((<i>EU</i>) 2016/679) (the " GDPR "), SI No. 336 of 2011 European Communities (Electronic Communications Networks and Services (Privacy and Electronic Communications) Regulations 2011 and any other applicable laws which relate to the protection of personal data.
"Authorised Users"	means those employees of the Customer who are authorised by the Customer to use the Product, the Services and the Documentation as further described in clause 6.
"Business Day"	means a day other than a Saturday, Sunday, or public holiday in Ireland when banks in Dublin are open for business.
"Change of Control"	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls ,

controlled, and the expression **change of control** shall be interpreted accordingly.

“Charges”	means the Product Price and the Subscription Fees and such other charges as may be payable by the Customer to the Supplier under this Agreement.
"Confidential Information"	means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 14.1.
“Customer”	means the customer named in the Online Order Form, not being an individual consumer.
"Customer Data"	means the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Product and/or the Services or facilitating the Customer's use of the Product and/or the Services.
“Customer Personal Data”	means any personal data within the meaning of the GDPR to the extent controlled by the Customer and incorporated within the Customer Data.
“Data Processing Addendum”	means the data processing addendum governing the processing of Customer Personal Data by the Supplier in the course of providing the Services to the Customer.
"Delivery Location"	means the location for the delivery of the Products as specified in the Online Order Form or such other location as the parties may agree in writing.
“Dispute”	means a disagreement between the parties in relation to the performance of this Agreement.
“Dispute Notice”	means written notice of the Dispute, setting out its nature and full particulars.
"Documentation"	means the document made available to the Customer by the Supplier from time to time, which sets out a description of the Products and/or the Services and the user instructions for the Products and/or the Services, as the context requires.
"Effective Date"	means the date set out by the Supplier in the Online Order Form or the date the Order is accepted by the Supplier, whichever is later.
“Force Majeure Event”	means an event, circumstance or cause beyond a party's reasonable control.
"Heightened Cybersecurity Requirements"	means any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, industry

schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not the Supplier) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 360/2018), all as amended or updated from time to time.

"Initial Subscription Term"	with regard to the Services, means the initial term of one (1) year from the Subscription Commencement Date.
"Normal Business Hours"	means 9.00 am to 5.00 pm local Irish time, each Business Day.
"Online Order Form"	means the e-commerce order platform provided by the Supplier on their website, which the Customer uses to select and pay for the Products and their subscription for the Services.
"Order"	means the Customer's order for the Products and the Services as set out in the Online Order Form.
"Permitted Purpose"	has the meaning given in clause 14.3.1.
"Product" or "Products"	means the products described in the Online Order Form.
"Product Price"	means the price set out in the Online Order Form which is payable by the Customer in instalments at the beginning of the Initial Subscription Term for the purchase and delivery of the Products.
"Product Price Final Payment Date"	means the date by which the final instalment of the Product Price is due and payable by the Customer to the Supplier as set out in the Online Order Form, but which shall not in event exceed six (6) months from the Effective Date.
"Renewal Period"	means the period described in clause 17.1.
"Services"	the subscription services related to the Software provided by the Supplier to the Customer under this Agreement and more particularly described in the Online Order Form and the Documentation.
"Software"	means the online software applications provided by the Supplier as part of the Services.
"Specification"	means the specification for the Product as provided by the Supplier and/or described in the Documentation.

“Subscription Commencement Date”	means fourteen (14) days from the date of purchase and by which date the Customer has received the Product.
"Subscription Fees"	means the licence fees and/or other subscription fees payable by the Customer to the Supplier for the Services, as set out in the Online Order Form and as may be updated from time to time for a Renewal Period.
"Subscription Term"	has the meaning given in clause 17.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).
"Virus"	means any thing or device (including any software, code, file, or programme) which may: prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment, or network or any other service or device; prevent, impair, or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering, or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, and other similar things or devices.
"Vulnerability"	means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.

- 1.2 Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality), and that person's legal and personal representatives, successors, or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes email.

1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. BASIS OF CONTRACT

2.1 The Product comprises the S-PRO device and saddle pad and the Services relate to S-PRO software application and related software services which allow the Customer, when acting in the ordinary course of its business, trade or profession, to capture certain data from horses for the purpose of monitoring and analysis their training and overall performance. The Product and the Services are aimed at the sports training segment of the equine market. Under this Agreement, the Customer purchases the S-PRO device and saddle pad, which may be payable in instalments (not to exceed six months from the Effective Date) and at the same time the Customer purchases a subscription to use the Services which will run in parallel and continue for the duration of the Subscription Term, subject to the terms of this Agreement.

2.2 This Agreement applies to sale of the Products and the supply of the Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.3 The Order constitutes an offer by the Customer to purchase the Products and to pay for a Subscription to the Services in accordance with this Agreement. The Customer must ensure that the terms of the Order, including all information provided by the Customer in relation to the Order and the Customer's business, such as its VAT or other tax registration status and details, are complete, accurate and not misleading.

2.4 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order. The Supplier reserves the right to reject any Order.

2.5 Any samples, drawings, descriptive matter or advertising produced by or on behalf of the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures (whether digital or otherwise) are produced for the sole purpose of giving an approximate idea of the Products and the Services referred to in them. They shall not form part of this Agreement nor have any contractual force.

2.6 A quotation for the Products and/or the Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. PRODUCTS AND PRODUCT DELIVERY

3.1 The Products are described in the Supplier's catalogue as modified by any applicable Specification.

3.2 The Supplier reserves the right to amend the Specification if required by any Applicable Law or regulatory requirement and shall notify the Customer in any such event.

3.3 The Supplier shall ensure that each delivery of the Products is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered.

3.4 The Supplier shall deliver the Products to the Delivery Location.

3.5 Delivery is completed on the completion of unloading of the Products at the Delivery Location.

3.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of or for any

failure to deliver the Products that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

- 3.7 If the Customer fails to take delivery of the Products within three (3) Business Days of the Supplier notifying the Customer that the Products are ready for delivery, then, except where such failure is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Agreement in respect of the Products:
- 3.7.1 delivery of the Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Products were ready; and
- 3.7.2 the Supplier shall store the Products until actual delivery takes place, and shall, without limiting its rights, be entitled to charge the Customer for all related costs and expenses (including insurance).
- 3.8 If ten (10) Business Days after the date on which the Supplier notified the Customer that the Products were ready for delivery the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Products.
- 3.9 If the Supplier delivers up to and including five percent (5%) more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice in writing from the Customer that the wrong quantity of Products was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Products.
- 3.10 The Supplier may deliver the Products by instalments, which it shall invoice and which the Customer shall pay for separately. Each instalment shall constitute a separate contract. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. QUALITY OF THE PRODUCTS

- 4.1 The Supplier warrants that on delivery, and for a period of six (6) months from the date of delivery (**Warranty Period**), the Products shall:
- 4.1.1 conform in all material respects with the Specification; and
- 4.1.2 be free from material defects in design and workmanship; and
- 4.1.3 be of merchantable quality (within the meaning of the Sale of Goods and Supply of Services Act 1980).
- 4.2 Subject to clause 4.3, if:
- 4.2.1 during the Warranty Period, the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 4.1;
- 4.2.2 the Supplier is given a reasonable opportunity of examining such Products; and
- 4.2.3 the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option and to the extent that it agrees that such Products do not comply with the warranty set out in clause 4.1, repair or replace the defective Products, or refund the price of the defective Products in full.
- 4.3 The Supplier shall not be liable for the Products' failure to comply with the warranty set out in clause 4.1 if:
- 4.3.1 the Customer makes any further use of such Products after giving notice in accordance with clause 4.2;

- 4.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Products or (if there are none) good trade practice regarding the same;
 - 4.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by or on behalf of the Customer;
 - 4.3.4 the Customer alters or repairs such Products without the written consent of the Supplier;
 - 4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 4.3.6 the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 4.1.

5. TITLE AND RISK

- 5.1 The risk in the Products shall pass to the Customer on completion of delivery.
- 5.2 Title to the Products shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Products.
- 5.3 Until title to the Products has passed to the Customer, the Customer shall:
- 5.3.1 store the Products separately from all other Products held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 5.3.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - 5.3.4 give the Supplier such information as the Supplier may reasonably require from time to time relating to the Products.
- 5.4 At any time before title to the Products passes to the Customer, the Supplier may require the Customer to deliver up all Products in its possession and control and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored, to recover them. The Customer shall procure entry to any such third party's premises if requested to do so by the Supplier.

6. GRANT OF LICENCE AND ACCEPTABLE USE POLICY

- 6.1 Subject to the Customer paying the Subscription Fees in accordance with clause 12.1, the restrictions set out in this clause 12 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Customer and/or the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 6.2 The Customer shall not access, store, distribute, or transmit any Viruses, or any material during the course of its use of the Services that:
- 6.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;
 - 6.2.2 facilitates illegal activity;
 - 6.2.3 depicts sexually explicit images;

- 6.2.4 promotes unlawful violence;
 - 6.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 6.2.6 is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

6.3 The Customer shall not:

- 6.3.1 except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
- 6.3.2 access all or any part of the Services, Documentation, and/or the Products in order to build a product or service which competes with the Services and/or the Products; or
- 6.3.3 use the Services and/or Documentation to provide services to third parties; or
- 6.3.4 subject to clause 24.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Documentation, and/or the Products available to any third party except the Authorised Users, or
- 6.3.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or the Documentation other than as provided under this clause 6; or
- 6.3.6 introduce or permit the introduction of any Virus or Vulnerability into the Services or the Supplier's network and information systems.

6.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

6.5 The rights provided under this clause 6 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer or to any other person.

7. SERVICES

7.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

7.2 The Customer acknowledges that the Product and the Services may be first delivered to it at different times. To the extent the Customer has access to and use of the Services (including the Software) between the date of purchase and the actual delivery of the Product (delivery is anticipated to take up to fourteen (14) days from the date of purchase), such Services shall be made available to the Customer under the terms of this Agreement free of charge for this initial fourteen (14) day period. For

the avoidance of doubt, the Subscription Commencement Date will commence fourteen (14) days from the date of purchase and by which date the Customer has received the Product.

7.3 The Supplier shall use commercially reasonable endeavours to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for:

7.3.1 planned maintenance carried out during the maintenance window of 9.00 am to 5.00 pm Irish time; and

7.3.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance.

7.3.3 where unscheduled maintenance is performed, the Supplier shall reasonably endeavour to ensure that the maintenance period does not extend beyond a timeframe of seventy-two (72) hours.

7.4 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours.

8. DATA PROTECTION; DATA AGGREGATION AND ANALYTICS; USE OF AI MODELS

8.1 Data Protection

8.1.1 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 8 is in addition to, and do not relieve, remove, or replace a party's obligations or rights under Applicable Data Protection Laws.

8.1.2 The [Data Processing Addendum](https://www.equimetrics.ie/wp-content/uploads/2026/02/Equimetrics-Data-Processing-Addendum.pdf) (<https://www.equimetrics.ie/wp-content/uploads/2026/02/Equimetrics-Data-Processing-Addendum.pdf>) sets out the parties' rights and obligations in relation to the processing of personal data, including any Customer Personal Data, and is incorporated herein by reference.

8.1.3 To the extent the Supplier processes Personal Data in its capacity as controller of such Personal Data, the Customer agrees and/or consents to, (and shall procure all required agreements and/or consents, from its Authorised Users in respect of) all actions taken by the Supplier in connection with the processing of such Personal Data, provided these are in compliance with the then-current version of the Supplier's [privacy policy](https://www.equimetrics.ie/wp-content/uploads/2026/02/Equimetrics-Privacy-Policy.pdf) (<https://www.equimetrics.ie/wp-content/uploads/2026/02/Equimetrics-Privacy-Policy.pdf>).

8.2 Data Aggregation and Analytics

8.2.1 The Customer acknowledges and agrees that the Supplier may create, use, share, store and retain anonymised and aggregated data and statistical information (together, the "**Aggregated Data**") in relation to its Customers' use of the Products and/or the Services for the Supplier's legitimate business purposes, including without limitation for the enhancement or development of the Product and/or the Service and its or their features and functionality, for business development and other customer service initiatives.

8.2.2 The Aggregated Data will not constitute or include personal data (within the meaning of the GDPR) or Confidential Information of the Customer.

8.3 Use of AI Models

- 8.3.1 Subject to clause 14.3.3, the Supplier may generate and/or use machine learning or artificial intelligence (“AI”) models during the ordinary course of its business for the purpose of improving operational efficiencies, including in connection with the supply of the Products and the provision of the Services. Such AI models shall be private and secure AI models and operate within the Supplier’s controlled environment.

8.4. Information related to Horse Health and Performance

- 8.4.1 Reports, outputs, results and the other information related to the health and/or performance of a horse which is generated by the Customer and/or its Authorised Users during the course of using the Services and/or the Products may be stored and retained by the Supplier in accordance with its document and data retention policies and procedures or as otherwise required by Applicable Law, and accessible by the Customer on request to the extent such information is still in the possession or control of the Supplier. This clause 8.4.1 contemplates information related to animal health and not personal data within the meaning of the GDPR.

9. THIRD PARTY PROVIDERS

- 9.1 The Supplier is not responsible for and makes no warranties or representations of any kind in relation to the accuracy or reliability of any information or content howsoever obtained from any third party and/or for the results obtained, or any errors or omissions arising, from the use of such third party information or content.
- 9.2 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty, or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third party website nor the content of any of the third party website made available via the Services.

10. SUPPLIER'S OBLIGATIONS TO CUSTOMERS

- 10.1 The Supplier shall perform the Services substantially in accordance with the Documentation and with reasonable care and skill.
- 10.2 The Supplier's obligations at clause 10.1 shall not apply to the extent of any non-conformance which is caused by use of the Services (and/or the Products) contrary to the Supplier's instructions, modification, or alteration of the Services (and/or the Products) by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the terms of clause 10.1, the Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 10.1.
- 10.3 The Supplier:
- 10.3.1 does not warrant that:
- (a) the Customer's use of the Services, Documentation, and/or the Products will be uninterrupted or error-free; or

- (b) that the Services, Documentation, the Products, and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - (c) the Software or the Services will be free from Vulnerabilities or Viruses; or
 - (d) the Software, Documentation, Products, and/or Services will comply with any Heightened Cybersecurity Requirements.
- 10.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services, Documentation, and Products may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.4 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products, and/or services that are similar to those provided under this Agreement.
- 10.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 10.6 The Supplier shall follow its archiving procedures for Customer Data, as such procedures may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with its archiving procedure. The Supplier shall not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

11. CUSTOMER'S OBLIGATIONS

- 11.1 The Customer shall:
 - 11.1.1 provide the Supplier with:
 - (a) all necessary co-operation in relation to this Agreement; and
 - (b) all necessary access to such information;

as may be reasonably required by the Supplier in order to provide the Services, including but not limited to Customer Data, security access information, and configuration services;
 - 11.1.2 without affecting its other obligations under this Agreement, comply with all Applicable Law with respect to its activities under this Agreement;
 - 11.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 11.1.4 ensure that, if applicable, the Authorised Users use the Services, Documentation, and the Products in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

- 11.1.5 ensure that, if applicable, all Authorised Users are suitably qualified and trained in the use of the Services and the Products;
 - 11.1.6 use (and procure that all Authorised Users use) the Products with all reasonable care and in accordance with the instructions for use as may be made available from time to time by the Supplier;
 - 11.1.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to exercise their rights and perform their obligations under this Agreement and shall obtain and maintain all necessary permissions, consents or approvals of its own customers or clients to use the Services and the Products on or in relation to their respective horses;
 - 11.1.8 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
 - 11.1.9 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 11.2 The Customer shall own all right, title, and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Customer Data.
- 11.3 For the avoidance of doubt, the Customer is solely responsible for the accuracy, currentness, and completeness of the Customer Data and any and all other information or data inputted by the Customer and/or its Authorised Users in the course of using the Services and/or the Products. The Supplier shall not be responsible for any inaccuracies, errors, or harm arising out of or in connection with any error, omission, fault, or negligence of the Customer and/or its Authorised Users.
- 11.4 The information, data and/or results derived or obtained from using the Services and/or the Products does not constitute medical advice or veterinary medical advice. The Services are provided for informational purposes only and do not substitute professional veterinary medical advice or consultations with veterinary healthcare professionals.

12. CHARGES AND PAYMENT; SERVICE SUSPENSION FOR NON-PAYMENT.

- 12.1 The Customer shall pay the Charges to the Supplier in accordance with this clause 12 and the Online Order Form.
- 12.1.2 The Product Price is payable in instalments which shall be paid in full by the Product Price Final Payment Date.
 - 12.1.3 The Subscription Fees shall be payable either monthly, quarterly, or annually as set out in the Online Order Form for the duration of the Subscription Term.
- 12.2 If the Supplier has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- 12.2.1 the Supplier may, on no less than five (5) Business Days' notice to the Customer and without liability to the Customer, disable and/or suspend the Customer's password, account, and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

- 12.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to three per cent (3%) over the then current base lending rate of the Supplier's bankers in Ireland from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 12.3 All amounts and fees stated or referred to in this Agreement:
 - 12.3.1 shall be payable in Euro (€) or US Dollars (\$);
 - 12.3.2 are, subject to clause 16.3.1, non-cancellable and non-refundable;
 - 12.3.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 12.4 The Supplier shall be entitled to increase the Subscription Fees:
 - 12.4.1 annually upon 90 days' prior notice to the Customer and the Online Order Form shall be deemed to have been amended accordingly; and
 - 12.4.2 at any time on written notice to the Customer, if during the course of its use of the Services, the Customer stores excessive amounts of data or exceeds the standard monthly allowance.

13. PROPRIETARY RIGHTS

- 13.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services, Documentation, and the Products. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, the Documentation or the Products.
- 13.2 The Supplier confirms that it has all the rights in relation to the Services, the Documentation and the Products that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

14. CONFIDENTIALITY

- 14.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives, whether before or after the date of this Agreement, in connection with the Services, including but not limited to:
 - 14.1.1 the existence and terms of this Agreement;
 - 14.1.2 any information that would be regarded as confidential by a reasonable business person relating to:
 - (a) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - (b) the operations, processes, product information, know-how, designs, trade secrets, or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
 - 14.1.3 any information developed by the parties in the course of carrying out this Agreement where the parties agree that:
 - (a) details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and
 - (b) Customer Data shall constitute Customer Confidential Information.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives, and advisers.

- 14.2 The provisions of this clause shall not apply to any Confidential Information that:
- 14.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 14.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 14.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - 14.2.4 the parties agree in writing is not confidential or may be disclosed.
- 14.3 Each party shall keep the other party's Confidential Information secret and confidential and shall:
- 14.3.1 not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement ("**Permitted Purpose**"); or
 - 14.3.2 not disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 14; or
 - 14.3.3 only process the Confidential Information using machine learning or AI models where those models will not be:
 - (a) trained on the Confidential Information; and
 - (b) lawfully available to or accessible for use by any person or entity except for the disclosing party, the receiving party or its Representatives.
- 14.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 14.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 14.4.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 14.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 14.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party are to be implied from this Agreement.
- 14.7 On termination or expiry of this Agreement, each party shall:

- 14.7.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information;
- 14.7.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- 14.7.3 certify in writing to the other party that it has complied with the requirements of this clause;

provided always that a recipient party may retain documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 17.

- 14.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court, or other authority of competent jurisdiction.
- 14.9 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 14.10 The above provisions of this clause 14 shall survive for a period of five (5) years from termination and/or expiry of this Agreement.

15. INDEMNITY

- 15.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's (i) use of the Services, Documentation, and/or the Products and/or (ii) breach of this Agreement, provided that:
 - 15.1.1 the Customer is given prompt notice of any such claim;
 - 15.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 15.1.3 the Customer is given sole authority to defend or settle the claim.
- 15.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services, Documentation, and/or the Products in accordance with this Agreement infringes any Irish patent effective as of the Effective Date, copyright, trade mark, database right, or right of confidentiality, and shall indemnify the Customer for any amounts to the extent awarded against the Customer in judgment or settlement of such claims, provided that:
 - 15.2.1 the Supplier is given prompt notice of any such claim;
 - 15.2.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - 15.2.3 the Supplier is given sole authority to defend or settle the claim.
- 15.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace, or modify the Services so that they

become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

- 15.4 In no event shall the Supplier, its employees, agents, and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 15.4.1 a modification of the Services, Documentation, and/or the Products by anyone other than the Supplier; or
 - 15.4.2 the Customer's use of the Services, Documentation, and/or the Products in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 15.4.3 the Customer's use of the Services, Documentation, and/or the Products after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or
 - 15.4.4 the Customer's breach of this Agreement.
- 15.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right, or right of confidentiality.

16. LIMITATION OF LIABILITY

- 16.1 Except as expressly and specifically provided in this Agreement:
- 16.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services, Documentation, and/or the Products by the Customer and/or its Authorised Users, and for conclusions drawn from such use in the care, treatment, or monitoring of its own horses or otherwise. The Supplier shall have no liability whatsoever for any damage or harm of any kind caused by errors or omissions in any Customer Data, information, instructions, or scripts provided to the Supplier by the Customer and/or its Authorised Users in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
 - 16.1.2 all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement; and
 - 16.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 16.2 Nothing in this Agreement excludes the liability of a party:
- 16.2.1 for death or personal injury caused by its negligence; or
 - 16.2.2 for fraud or fraudulent misrepresentation.
- 16.3 To the maximum extent permitted by Applicable Law:
- 16.3.1 the Supplier shall have no liability for any loss of profits, loss of business, wasted expenditure, depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, or consequential loss, costs, damages (including liquidated damages), charges, or expenses; and
 - 16.3.2 the Supplier's total aggregate liability to the Customer (including in respect of the indemnity at clause 15.2), in respect of any or all claims or liability howsoever arising out of or in connection with this Agreement shall not

exceed the total Charges paid or payable by the Customer under this Agreement in the twelve (12) month period preceding the date on which the event giving rise to the liability occurred.

- 16.4 WHILE THE PRODUCTS (INCLUDING THEIR COMPONENT PARTS) ARE VIGOROUSLY TESTED AND SAFETY CERTIFIED FOR THEIR INTENDED USE IN THEIR RELEVANT TERRITORIES, THE SUPPLIER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR INJURY TO ANY HORSE FROM WEARING THE PRODUCT OR FOR ANY LOSS OF ANY DESCRIPTION ARISING FROM ANY INJURY TO A HORSE OR TO ANYONE WORKING WITH, CARING FOR OR HAVING OWNERSHIP OF A HORSE ARISING FROM THE USE OF THE PRODUCT, THE SERVICES AND/OR THE DOCUMENTATION. THE SUPPLIER MAKES NO WARRANTIES IN RELATION TO THE ACCURACY OF THE INFORMATION, DATA OR OUTPUTS OBTAINED FROM USING THE PRODUCT, THE SERVICES AND/OR THE DOCUMENTATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLIER WILL NOT BE RESPONSIBLE FOR SUCH INFORMATION, DATA OR OUTPUTS OR FOR ANY CONSEQUENCES ARISING OUT OF PROVIDING INACCURATE INFORMATION REGARDING THE HORSE, FOR ANY LOSS OR DAMAGE ARISING FROM THE PRODUCT'S HARDWARE OR COMPONENT PARTS, ANY ELECTRICAL FAULTS, CONNECTIVITY FAULTS, AND/OR FOR ANY INAPPROPRIATE, UNSUITABLE, DEFECTIVE, OR UNSAFE ENERGY SUPPLY SOURCE OF ANY KIND USED BY THE CUSTOMER AND/OR ITS AUTHORISED USERS.
- 16.5 THE CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SUPPLIER, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS, FROM AND AGAINST ALL CLAIMS, SUITS, DEMANDS, DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE LEGAL AND ATTORNEY'S FEES AND COSTS), LIABILITY ARISING OUT OF ANY CLAIM MADE OR SUIT BROUGHT BY A THIRD PARTY AS A RESULT OF THE INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS THAT MAY ARISE FROM THE USE OF ANY AND ALL PRODUCTS AND/OR SERVICES AND THE HARMFUL OR OTHERWISE UNSAFE EFFECT OF THE PRODUCTS AND/OR SERVICES, INCLUDING ANY CLAIM BASED ON THE USE, SALE, DISTRIBUTION, OR MARKETING OF SUCH PRODUCTS OR SERVICES.
- 16.6 References to liability in this clause 16 include every kind of liability arising under or in connection with this Agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.
- 16.7 Nothing in this Agreement excludes or limits the liability of the Customer for any breach, infringement, or misappropriation of the Supplier's Intellectual Property Rights.

17. TERM AND TERMINATION

- 17.1 This Agreement shall, unless otherwise terminated as provided in this clause 17, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "**Renewal Period**"), unless:
- 17.1.1 either party notifies the other party of termination, in writing, at least thirty (30) days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 17.1.2 otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the “**Subscription Term**”.

17.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if, where applicable:

17.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

17.2.2 the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

17.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

17.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

17.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

17.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership, or limited liability partnership);

17.2.7 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

17.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

17.2.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.2.3 to clause 17.2.8 (inclusive);

17.2.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

17.2.11 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or

17.2.12 in the case of the Supplier only, if there is a change of control of the Customer.

17.3 On termination or expiry of this Agreement for any reason:

17.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

- 17.3.2 to the extent the Products have not been paid for in full by the Customer on the date of termination and unless otherwise agreed in writing between the parties, the Customer shall, at its expense, promptly return the Products to the Supplier;
- 17.3.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than six (6) months after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
- 17.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

18. FORCE MAJEURE

Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for ten (10) weeks, the party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the affected party.

19. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. WAIVER

- 20.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 20.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.

22. SEVERANCE

- 22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 22.2 If any provision or part-provision of this Agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. ENTIRE AGREEMENT

- 23.1 This Agreement, and all documents referenced herein, constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. For the avoidance of doubt, this Agreement shall supersede and prevail over any terms and conditions set out in any Customer order form, Customer purchase order, or Online Order Form for the Services.
- 23.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 23.4 Nothing in this clause shall limit or exclude any liability for fraud.

24. ASSIGNMENT

- 24.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 24.2 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

25. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, unless expressly agreed in writing between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. NOTICES

- 26.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
 - 26.1.1 delivered by hand or registered post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 26.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (a) Supplier: info@equimetrics.ie;
 - (b) Customer: as set out in the Online Order Form.
- 26.2 Any notice shall be deemed to have been received:
 - 26.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 26.2.2 if sent by registered post or other next business day delivery service, at 9.00 am on the Business Day after posting; or
 - 26.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of Ireland.

28. ALTERNATIVE DISPUTE RESOLUTION

28.1 If a Dispute arises out of or in connection with this agreement or its performance, validity or enforceability, then, except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

28.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars, together with relevant supporting documents. On service of the Dispute Notice, the Supplier and Customer shall attempt in good faith to resolve the Dispute;

28.1.2 if for any reason the Supplier and the Customer are unable to resolve the Dispute within sixty (60) days of it being referred to them, it shall be submitted for mediation by a mediator or other appropriate independent third-party expert agreed by the parties or, in default of agreement, appointed by the Centre for Dispute Resolution in Dublin. The cost of any such mediator or expert shall be borne equally by the parties.

28.2 If for any reason the Dispute is not resolved within fifteen (15) working days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of Ireland in accordance with clause 29.

28.3 Nothing in this clause 28 shall prevent or delay a party from applying to a court of competent jurisdiction for the purposes of seeking injunctive relief provided that there is no delay in the prosecution of that application.

29. JURISDICTION

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).