

**EQUIMETRICS S-PRO TERMS AND CONDITIONS FOR
THE SALE OF PRODUCT 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, Kilkenny, Ireland (“**Equimetrics**” or “**us**” “**our**” or “**we**”) and the Customer and sets out the terms and conditions governing the supply and use of the Product and the Services.

AS A CONSUMER, YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 3 (YOUR RIGHT TO CANCEL AND WITHDRAW) AND CLAUSE 18 (LIMITATION OF LIABILITY).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY PLACING AN ORDER FOR THE PRODUCT AND THE SERVICES AND/OR BY USING THE PRODUCT AND THE SERVICES YOU ACCEPT THESE TERMS AND CONDITIONS.

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 Product 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 10.2.1.
“AI”	has the meaning given in clause 10.3.1.
"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 ((EU) 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 representatives of the Customer who are authorised by the Customer to use the Product, the Services and the Documentation as further described in clause 8.
"Business Day"	means a day other than a Saturday, Sunday, or public holiday in Ireland when banks in Dublin are open for business.
“Charges”	means the Product Price and the Subscription Fees and such other charges as may be payable by the Customer to Equimetrics 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 16.1.
"Customer" or "you" or "your"	means the customer named in the Online Order Form, being an individual consumer.
"Customer Data"	means the data inputted by the Customer, Authorised Users, or Equimetrics 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 Equimetrics in the course of providing the Services to the Customer.
"Delivery Location"	means the location for the delivery of the Product as specified in the Online Order Form or such other location as we may agree in writing.
"Documentation"	means the document made available to the Customer by Equimetrics from time to time, which sets out a description of the Product and/or the Services and the user instructions for the Product and/or the Services, as the context requires.
"Effective Date"	means the date of this Agreement.
"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 Equimetrics) 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 Equimetrics on their website, which the Customer uses to select and pay for the Product and their subscription for the Services.
"Order"	means the Customer's order for the Product and the Services as set out in the Online Order Form.
"Permitted Purpose"	has the meaning given in clause 16.3.1.
"Product"	means the S-PRO product described in the Online Order Form.
"Product Price"	means the price set out in the Online Order Form which is payable by the Customer for the purchase and delivery of the Product.
"Renewal Period"	means the period described in clause 19.1.
"Services"	the subscription services related to the Software provided by Equimetrics 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 Equimetrics as part of the Services.
"Specification"	means the specification for the Product as provided by Equimetrics 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 Equimetrics 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 19.1 (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 OUR CONTRACT

- 2.1 **Capacity.** By placing an Order, the Customer warrants that it is legally capable of entering into binding contracts and at least 18 years of age.
- 2.2 **Nature of Product and Services.** 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, in accordance with its intended use, 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 in full and at the same time the Customer purchases a subscription to use the Services which will continue for the duration of the Subscription Term, subject to the terms of this Agreement.
- 2.2 **No Other Terms.** This Agreement applies to sale of the Product 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 **Your Offer to Purchase.** The Order constitutes an offer by the Customer to purchase the Product 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 **Acceptance of Your Order.** The Order shall only be deemed to be accepted when Equimetrics issues a written acceptance of the Order. Equimetrics reserves the right to reject any Order.
- 2.5 **Samples, Advertisements and Descriptions.** Any samples, drawings, descriptive matter or advertising produced by or on behalf of Equimetrics and any descriptions or illustrations contained in Equimetrics' catalogues or brochures (whether digital or otherwise) are produced for the sole purpose of giving an approximate idea of the Product and the Services referred to in them. They shall not form part of this Agreement nor have any contractual force.
- 2.6 **Quotations.** A quotation for the Product and/or the Services given by Equimetrics shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.
3. **YOUR RIGHT TO CANCEL AND WITHDRAW; QUERIES AND HOW TO CONTACT US**
- 3.1 **Your Right as a Consumer to Cancel and Withdraw.** If the Customer, an individual consumer, has purchased the Product and a subscription to the Services online or over the telephone from Equimetrics, the Customer shall have the legal right to change its mind about the purchase and subscription without specifying any reason and to receive a refund of the Charges that the Customer has paid for them, including any associated delivery costs. This is subject to the conditions set out below:
- 3.1.1 **Time Limits.** The right to cancel an Order due to a change of mind by the Customer (being an individual consumer) and withdraw from this Agreement must be exercised within fourteen (14) days from the date of delivery of the Product and/or Services to the Customer and notified to Equimetrics within the same fourteen (14) period.
- (a) It is noted that the Product and the Services may be first delivered to the Customer at different times. The fourteen (14) day period contemplated by this clause 3.1.1 will apply in the case of the Product, for a period of fourteen (14) days from the date that the Product is delivered to the Customer and in the case of the Services, for a period of fourteen (14) days from the date the Services are first delivered to the Customer.
- (b) 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 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. This will not affect your statutory rights as a consumer.

- 3.1.2 **Notification.** Customer cancellation requests under this clause 3.1 must be notified to Equimetrics by email at info@equimetrics.ie within the prescribed fourteen (14) day period.
- 3.1.3 **Product Return Costs.** The Product must be returned to Equimetrics at the Customer's own cost.
- 3.1.4 **Refunds.** Refunds for undamaged and unsealed Product which have been returned to Equimetrics or for unused Services each the subject of an Order which has been cancelled within the prescribed fourteen (14) day period will be promptly processed by Equimetrics and refunded to the Customer within fourteen (14) days from the date of cancellation. Refunds will be made using the same payment method the Customer paid with, unless otherwise agreed.
- 3.1.5 **Exceptions.**
- (a) The Customer may not change its mind about an Order for any Product which were sealed for health protection or hygiene purposes, once these have been unsealed after the Customer receives them or for any Services once the Customer has commenced using the Services.
 - (b) If the Customer has damaged the Product or the Product have otherwise been damaged while in the possession and control of the Customer, the Customer will not be entitled to a refund for such damaged Product under this clause 3.1.
- 3.1.6 **Contact Us.** Any queries or complaints relating to the Product, the Services and/or this Agreement may be addressed to: info@equimetrics.ie.

4. PRODUCT AND PRODUCT DELIVERY

- 4.1 **Product Catalogue and Specifications.** The Product are described in the Equimetrics' catalogue as modified by any applicable Specification. Equimetrics 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.
- 4.2 **Delivery Information.** Equimetrics shall ensure that each delivery of the Product is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Product (including the code number of the Product, where applicable), special storage instructions (if any) and, if the Product are being delivered by instalments, the outstanding balance of Product remaining to be delivered.
- 4.3 **Delivery Location and Delivery.** Equimetrics shall deliver the Product to the Delivery Location. Delivery is completed on the completion of unloading of the Product at the Delivery Location.
- 4.4 **Delivery Date are Estimates.** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Equimetrics shall not be liable for any delay in delivery of or for any failure to deliver the Product that is caused by a Force Majeure Event or the Customer's failure to provide Equimetrics with adequate delivery instructions or any other instructions that are relevant to the supply of the Product.
- 4.5 **Failure to Take Delivery.** If the Customer fails to take delivery of the Product within three (3) Business Days of Equimetrics notifying the Customer that the Product are ready for delivery, then, except where such failure is caused by a Force Majeure Event or Equimetrics' failure to comply with its obligations under the Agreement in respect of the Product:

- 4.5.1 delivery of the Product shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Equimetrics notified the Customer that the Product were ready; and
- 4.5.2 Equimetrics shall store the Product 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).
- 4.6 **Our Right to Resell.** If ten (10) Business Days after the date on which Equimetrics notified the Customer that the Product were ready for delivery the Customer has not taken actual delivery of them, Equimetrics may resell or otherwise dispose of part or all of the Product.

5. QUALITY OF THE PRODUCT

- 5.1 **Product Warranty.** Equimetrics warrants that on delivery, and for a period of six (6) months from the date of delivery (**Warranty Period**), the Product shall:
 - 5.1.1 conform in all material respects with the Specification; and
 - 5.1.2 be free from material defects in design and workmanship; and
 - 5.1.3 be of merchantable quality (within the meaning of the Sale of Goods and Supply of Services Act 1980).
- 5.2 **Product Return and Inspection.** Subject to clause 5.3, if:
 - 5.2.1 during the Warranty Period, the Customer gives notice in writing to Equimetrics within a reasonable time of discovery that some or all of the Product do not comply with the warranty set out in clause 5.1;
 - 5.2.2 Equimetrics is given a reasonable opportunity of examining such Product; and
 - 5.2.3 the Customer (if asked to do so by Equimetrics) returns such Product to Equimetrics' place of business at Equimetrics' cost,Equimetrics shall, at its option and to the extent that it agrees that such Product do not comply with the warranty set out in clause 5.1, repair or replace the defective Product, or refund the price of the defective Product in full.
- 5.3 **Exceptions.** Equimetrics shall not be liable for the Product's failure to comply with the warranty set out in clause 5.1 if:
 - 5.3.1 the Customer makes any further use of such Product after giving notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow Equimetrics' oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Product or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of Equimetrics following any drawing, design or specification supplied by or on behalf of the Customer;
 - 5.3.4 the Customer alters or repairs such Product without the written consent of Equimetrics;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Product differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6. REMEDIES FOR LACK OF CONFORMITY OF THE SOFTWARE AND OTHER DIGITAL SERVICES AND DIGITAL CONTENT PROVIDED BY EQUIMETRICS

6.1 **Your Rights in the event of Non-Conformity.** Subject to clause 6.2, in the event of a lack of conformity of the Software, the Customer shall be entitled to have the Software brought into conformity, e.g. by an update restoring of the continuous supply or elimination of restricted performance (speed). If Equimetrics refuses or fails to achieve conformity within a reasonable period of time and without significant inconvenience for the Customer, or (ii) where the lack of conformity is of such a serious nature that it is unreasonable for the Customer to apply for rectification first, the Customer shall be entitled to seek a proportionate price reduction in respect of the Subscription Fees or to terminate this Agreement, unless the lack of conformity is only minor.

6.2 **Exceptions.** Equimetrics shall not be liable for the lack of conformity which is resulting solely from the Customer's failure to install an update within reasonable time, provided that the failure to install by the Customer was not due to the lack of or shortcomings in the installation instructions provided by Equimetrics.

6.3 **Consumer Rights Unaffected.** This clause 6 shall not affect the Customer's statutory rights as a consumer.

7. TITLE AND RISK

7.1 **Risk passes on Delivery.** The risk of damage to or loss of the Product will pass to the Customer on completion of delivery.

7.2 **Title Passes on Receipt of Payment in Full.** Title to the Product shall not pass to the Customer until Equimetrics receives payment in full (in cash or cleared funds) for the Product.

8. GRANT OF LICENCE AND ACCEPTABLE USE POLICY

8.1 **Licence.** Subject to the Customer paying the Subscription Fees in accordance with clause 14.1, the restrictions set out in this clause 8 and the other terms and conditions of this Agreement, Equimetrics 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 personal use.

8.2 **Prohibited Use.** The Customer shall not access, store, distribute, or transmit any Viruses, or any material during the course of its use of the Services that:

8.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;

8.2.2 facilitates illegal activity;

8.2.3 depicts sexually explicit images;

8.2.4 promotes unlawful violence;

8.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

8.2.6 is otherwise illegal or causes damage or injury to any person or property;

and Equimetrics 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.

8.3 **Additional Restrictions.** The Customer shall not:

- 8.3.1 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
- 8.3.2 access all or any part of the Services, Documentation, and/or the Product in order to build a product or service which competes with the Services and/or the Product; or
- 8.3.3 use the Services and/or Documentation to provide services to third parties; or
- 8.3.4 subject to clause 26.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Documentation, and/or the Product available to any third party except the Authorised Users, or
- 8.3.5 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
- 8.3.6 introduce or permit the introduction of any Virus or Vulnerability into the Services or Equimetrics' network and information systems.
- 8.4 **Notifying us about Unauthorised Access or Use.** The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Services and the Documentation. In the event the Customer becomes aware of any such unauthorised access or use, it shall promptly notify Equimetrics.
- 8.5 **Non-Transferrable Licence.** The rights provided under this clause 8 are granted to the Customer only and are non-transferrable.
- 9. SERVICES**
- 9.1 **Supply of Services.** Equimetrics 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.
- 9.2 **Maintenance.** Equimetrics shall use commercially reasonable endeavours to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for:
- 9.2.1 planned maintenance carried out during the maintenance window of 9.00 am to 5.00 pm Irish time; and
 - 9.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that Equimetrics has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance.
 - 9.2.3 where unscheduled maintenance is performed, Equimetrics shall reasonably endeavour to ensure that the maintenance period does not extend beyond a timeframe of seventy-two (72) hours.
- 9.3 **Standard Support Services.** Equimetrics will, as part of the Services and at no additional cost to the Customer, provide the Customer with Equimetrics' standard customer support services during Normal Business Hours.

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

10.1 Data Protection

10.1.1 **Compliance.** Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 10 is in addition to, and do not relieve, remove, or replace a party's obligations or rights under Applicable Data Protection Laws.

10.1.2 **DPA.** 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.

10.1.3 **Our Privacy Policy.** Where Equimetrics processes personal data relating to the Customer (being an individual consumer) in the performance of this Agreement Equimetrics does so in the capacity of a controller within the meaning of General Data Protection Regulation EU Regulation 2016/679 (GDPR). Further details in relation to Equimetrics' processing activities and the Customer's rights are set out in Equimetrics' [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>).

10.2 Data Aggregation and Analytics

10.2.1 **Aggregation and Analysis.** The Customer acknowledges and agrees that Equimetrics 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 Product and/or the Services for Equimetrics' 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.

10.2.2 **Not Personal Data.** The Aggregated Data will not constitute or include personal data (within the meaning of the GDPR) or 16.3.1 of the Customer.

10.3 Use of AI Models

10.3.1 **We may use AI.** Subject to clause 16.3.3, Equimetrics 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 Product and the provision of the Services. Such AI models shall be private and secure AI models and operate within Equimetrics' controlled environment.

10.4. Information related to Horse Health and Performance

10.4.1 **Information relating your Horse.** 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 Product may be stored and retained by Equimetrics 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 Equimetrics. This clause 10.4.1 contemplates information related to animal health and not personal data within the meaning of the GDPR.

11. THIRD PARTY INFORMATION OR CONTENT

11.1 **We are not responsible for Third Party Information or Content.** Equimetrics 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.

11.2 **Third Party Websites and Contracts.** The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase Product and services from, third parties via third party websites and that it does so solely at its own risk. Equimetrics 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 Equimetrics. Equimetrics 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. Equimetrics does not endorse or approve any third party website nor the content of any of the third party website made available via the Services.

12. SUPPLIER'S OBLIGATIONS TO CUSTOMERS

12.1 **Care and Skill.** Equimetrics shall perform the Services substantially in accordance with the Documentation and with reasonable care and skill.

12.2 **Disclaimer of Warranties.** Equimetrics:

12.2.1 does not warrant that:

- (a) the Customer's use of the Services, Documentation, and/or the Product will be uninterrupted or error-free; or
- (b) that the Services, Documentation, the Product, 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, Product, and/or Services will comply with any Heightened Cybersecurity Requirements.

12.2.2 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 Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12.3 **We Supply the Product and Services to Others.** This Agreement shall not prevent Equimetrics from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, Product, and/or services that are similar to those provided under this Agreement.

12.4 **We Maintain Necessary Licences.** Equimetrics warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

12.5 **Our Archiving Procedures.** Equimetrics shall follow its archiving procedures for Customer Data, as such procedures may be amended by Equimetrics 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 Equimetrics shall be for Equimetrics to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Equimetrics in accordance with its archiving procedure. Equimetrics 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 Equimetrics to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

13. CUSTOMER'S OBLIGATIONS

13.1 Your Responsibilities. The Customer shall:

- 13.1.1 provide Equimetrics 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 Equimetrics in order to provide the Services, including but not limited to Customer Data, security access information, and configuration services;
- 13.1.2 without affecting its other obligations under this Agreement, comply with all Applicable Law with respect to its activities under this Agreement;
- 13.1.3 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, Equimetrics may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 13.1.4 ensure that, if applicable, the Authorised Users use the Services, Documentation, and the Product in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- 13.1.5 ensure that, if applicable, all Authorised Users are suitably qualified and trained in the use of the Services and the Product;
- 13.1.6 use (and procure that all Authorised Users use) the Product with all reasonable care and in accordance with the instructions for use as may be made available from time to time by Equimetrics;
- 13.1.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for Equimetrics, its contractors and agents to exercise their rights and perform their obligations under this Agreement, including and without limitation the Services and the Product, and shall obtain and maintain all necessary permissions, consents or approvals of its customers to use or administer the Services and the Product on or in relation to their respective horses;
- 13.1.8 ensure that its network and systems comply with the relevant specifications provided by Equimetrics from time to time; and
- 13.1.9 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 Equimetrics' 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.

- 13.2 **Your Customer Data.** 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.
- 13.3 **We are not Responsible for Inaccuracies in your Customer Data.** 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 Product. Equimetrics 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.
- 13.4 **No Substitute for Veterinary Medical Advice.** The information, data and/or results derived or obtained from using the Services and/or the Product 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.
- 14. CHARGES AND PAYMENT; SERVICE SUSPENSION FOR NON-PAYMENT.**
- 14.1 **Your obligation to Pay.** The Customer shall pay the Charges to Equimetrics in accordance with this clause 14 and the Online Order Form. The Product Price is payable in full and in advance of delivery of the Product. 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.
- 14.2 **Suspension of Service for Late Payment and Interest on Late Payments.** If Equimetrics has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of Equimetrics:
- 14.2.1 Equimetrics 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 Equimetrics shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 14.2.2 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 Equimetrics' bankers in Ireland from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 14.3 **Payment Terms.** All amounts and fees stated or referred to in this Agreement:
- 14.3.1 shall be payable in Euro (€) or US Dollars (\$);
- 14.3.2 are, subject to clauses 3, 6 and 18.3.1, non-cancellable and non-refundable;
- 14.3.3 are exclusive of value added tax, which shall be added to Equimetrics' invoice(s) at the appropriate rate.
- 14.4 **Subscription Fee Increases.** Equimetrics shall be entitled to increase the Subscription Fees:
- 14.4.1 annually upon 90 days' prior notice to the Customer and the Online Order Form shall be deemed to have been amended accordingly; and
- 14.4.2 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.

15. PROPRIETARY RIGHTS

- 15.1 **Our Intellectual Property Rights.** The Customer acknowledges and agrees that Equimetrics and/or its licensors own all intellectual property rights in the Services, Documentation, and the Product. 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 Product.
- 15.2 **Authority to Licence.** Equimetrics confirms that it has all the rights in relation to the Services, the Documentation and the Product that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

16. CONFIDENTIALITY

- 16.1 **Confidential Information.** 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:

- 16.1.1 the existence and terms of this Agreement;
- 16.1.2 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);
- 16.1.3 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, to the extent applicable.

- 16.2 **Exceptions.** The provisions of this clause shall not apply to any Confidential Information that:
- 16.2.1 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);
- 16.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- 16.2.3 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
- 16.2.4 the parties agree in writing is not confidential or may be disclosed.

- 16.3 **Obligation to Keep Confidential and Use only for the Permitted Purpose.** Each party shall keep the other party's Confidential Information secret and confidential and shall:
- 16.3.1 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
 - 16.3.2 not disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 16; or
 - 16.3.3 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.
- 16.4 **Permitted Disclosures.** 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:
- 16.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 16.4.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 16.5 **Disclosures Required by Law.** 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 16.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 16.6 **Reservation of Rights.** 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.
- 16.7 **When this Agreement Ends.** On termination or expiry of this Agreement, each party shall:
- 16.7.1 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;
 - 16.7.2 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
 - 16.7.3 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 19.

16.8 **No Warranties.** Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

16.9 **Duration.** The above provisions of this clause 16 shall survive for a period of five (5) years from termination and/or expiry of this Agreement.

17. **INDEMNITY**

17.1 **You Indemnify Us.** The Customer shall defend, indemnify and hold harmless Equimetrics 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 Product and/or (ii) breach of this Agreement, provided that:

17.1.1 the Customer is given prompt notice of any such claim;

17.1.2 Equimetrics provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

17.1.3 the Customer is given sole authority to defend or settle the claim.

17.2 **We Indemnify You.** Equimetrics shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services, Documentation, and/or the Product 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:

17.2.1 Equimetrics is given prompt notice of any such claim;

17.2.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Equimetrics in the defence and settlement of such claim, at Equimetrics' expense; and

17.2.3 Equimetrics is given sole authority to defend or settle the claim.

17.3 **Continued Use of the Services.** In the defence or settlement of any claim, Equimetrics 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.

17.4 **Exclusions of Liability.** In no event shall Equimetrics, its employees, agents, and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

17.4.1 a modification of the Services, Documentation, and/or the Product by anyone other than Equimetrics; or

17.4.2 the Customer's use of the Services, Documentation, and/or the Product in a manner contrary to the instructions given to the Customer by Equimetrics; or

17.4.3 the Customer's use of the Services, Documentation, and/or the Product after notice of the alleged or actual infringement from Equimetrics or any appropriate authority; or

17.4.4 the Customer's breach of this Agreement.

- 17.5 **Exclusive Remedy for Infringement.** The foregoing states the Customer's sole and exclusive rights and remedies, and Equimetrics' (including Equimetrics' employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right, or right of confidentiality.
18. **LIMITATION OF LIABILITY**
- 18.1 **Warranty Disclaimer and Your Assumption of Risk.** Except as expressly and specifically provided in this Agreement:
- 18.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services, Documentation, and/or the Product 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. Equimetrics 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 Equimetrics by the Customer and/or its Authorised Users in connection with the Services, or any actions taken by Equimetrics at the Customer's direction;
- 18.1.2 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
- 18.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 18.2 **Statutory Liability.** Nothing in this Agreement excludes or limits the liability of a party:
- 18.2.1 for death or personal injury caused by its negligence; or
- 18.2.2 for fraud or fraudulent misrepresentation.
- 18.3 **Our Liability to You under this Agreement is Limited.** Subject to clause 18.2 and to the maximum extent permitted by Applicable Law:
- 18.3.1 Equimetrics 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
- 18.3.2 Equimetrics' total aggregate liability to the Customer (including in respect of the indemnity at clause 17.2), 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.
- 18.4 **YOUR HORSE AND YOUR RESPONSIBILITY.** WHILE THE PRODUCT (INCLUDING THEIR COMPONENT PARTS) ARE VIGOROUSLY TESTED AND SAFETY CERTIFIED FOR THEIR INTENDED USE IN THEIR RELEVANT TERRITORIES, EQUIMETRICS, 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. EQUIMETRICS 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, EQUIMETRICS 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.

- 18.5 **YOU INDEMNIFY US.** THE CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS EQUIMETRICS, 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 PRODUCT AND/OR SERVICES AND THE HARMFUL OR OTHERWISE UNSAFE EFFECT OF THE PRODUCT AND/OR SERVICES, INCLUDING ANY CLAIM BASED ON THE USE, SALE, DISTRIBUTION, OR MARKETING OF SUCH PRODUCT OR SERVICES.
- 18.6 **Scope.** References to liability in this clause 18 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.
- 18.7 **Your Liability is not Limited if you Infringe our IP Rights.** Nothing in this Agreement excludes or limits the liability of the Customer for any breach, infringement, or misappropriation of Equimetrics' Intellectual Property Rights.

19. **TERM AND TERMINATION**

- 19.1 **Duration and Automatic Renewal.** This Agreement shall, unless otherwise terminated as provided in this clause 19, 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:
- 19.1.1 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
- 19.1.2 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**".
- 19.2 **Fees increase on Renewal and We will Notify You of the New Pricing in advance of Renewal.** The Subscription Fees are subject to increase on renewal and the increased Subscription Fees will notified to you at least forty-five (45) days prior to the end of the Initial Subscription Term or the relevant Renewal Term to enable you to decide whether you wish to end the subscription and terminate in accordance with clause 19.1.1.
- 19.2 **We can Terminate if you Fail to Pay.** Equimetrics may terminate this Agreement and all rights and licenses granted herein on giving seven (7)] days prior written notice

to the Customer in the event the Customer fails to pay the Subscription Fees as and when they fall due.

19.3 **Either of us may Terminate in the event of a Material Breach of this Agreement.** 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 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.

19.4 **When this Agreement Ends.** On termination or expiry of this Agreement for any reason:

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

19.4.2 to the extent the Product 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 Product to Equimetrics;

19.4.3 Equimetrics may destroy or otherwise dispose of any of the Customer Data in its possession unless Equimetrics 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. Equimetrics 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 Equimetrics in returning or disposing of Customer Data; and

19.4.4 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.

20. **FORCE MAJEURE**

When a Force Majeure Event Occurs. 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.

21. **VARIATION**

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

22. **WAIVER**

No Waiver of Rights. 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. 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.

23. RIGHTS AND REMEDIES

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.

24. SEVERANCE

Severability and Replacement. 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. If any provision or part-provision of this Agreement is deemed deleted under this clause 24, 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.

25. ENTIRE AGREEMENT

25.1 This is the Entire Agreement Between Us. 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.

25.2 Acknowledgment. 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.

25.3 Misrepresentation or misstatement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

25.4 Liability for Fraud. Nothing in this clause shall limit or exclude any liability for fraud.

26. ASSIGNMENT

26.1 You may not transfer this Agreement or the licence granted to you without our prior written consent. The Customer shall not, without the prior written consent of Equimetrics, 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.

26.2 We may Transfer our Rights and Obligations at any Time. Equimetrics 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.

27. NO PARTNERSHIP OR AGENCY

Our Relationship with You. 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).

28. NOTICES

28.1 Delivering Formal Notices under this Agreement. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- 28.1.1 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
- 28.1.2 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.
- 28.2 **Delivery of Formal Notices.** Any notice shall be deemed to have been received:
- 28.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 28.2.2 if sent by registered post or other next business day delivery service, at 9.00 am on the Business Day after posting; or
 - 28.2.3 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.
- 28.3 **Service of Proceedings.** 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.
- 28.4 **Customer Care and Support Queries.** Your queries or support requests can be submitted to our customer care team in the usual way by contacting us by telephone or email.
- 29. DISPUTE RESOLUTION; GOVERNING LAW AND JURISDICTION**
- 29.1 **Resolution of Disputes.** Equimetrics and the Customer will each endeavour to promptly and amicably resolve any dispute between them that arises out of or in connection with this Agreement.
- 29.2 **Irish Law Governs this Agreement.** 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.
- 29.3 **Irish Courts have exclusive 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).
- 29.4 **Injunctive and other Interim Relief.** Nothing in this clause 29 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.