

General Subscription Terms and Conditions – NOVO SENSO – Professional Client

1. DEFINITIONS

In these general terms and conditions, the following terms with a capitalized first letter shall have, unless otherwise specified, the meanings given in this Article, whether used in the singular or plural.

“Subscription”:

refers to the amounts due by the Client for the Services, as specified in the Quote.

“Application”:

means the mobile application operated and marketed by the Seller, adapted for consultation on smartphone or tablet.

“Client”:

refers to any private natural or legal person acting for purposes falling within the scope of their commercial, industrial, or liberal professional activity, including when acting in the name of and on behalf of another professional, who has subscribed to a Subscription. The Client is specifically designated in the Quote.

“General Subscription Terms and Conditions” or “GTC”:

refers to these general subscription terms and conditions.

“Contract”:

has the meaning given to it in Article 3.

“Delivery Time”:

has the meaning given to it in Article 6.

“Quote”:

has the meaning given to it in Article 5.

“Intellectual Property Right”:

has the meaning given to it in Article 10.

“Equipment”:

refers to the NOVOSTABLE box device included in the Subscription chosen by the Client, integrating the Software and necessary for the use of the Services.

“Software”:

refers to the software developed and marketed by the Seller, integrated into the Equipment and Services, enabling the analysis of equine behavior.

“Party(ies)”:

means individually the Seller or the Client, the Seller and the Client being together referred to as the **“Parties.”**

“Services”:

collectively refers to the NOVOSTABLE Smart and Smart Pro, NOVOSTABLE Foaling and Foaling Pro, or NOVOSTABLE Custom services marketed by the Seller under the brands owned or operated by it.

“Seller”:

refers to the company NOVO SENSO, a simplified joint stock company with a share capital of €43,499.80, having its registered office in Annecy (74940), 5 bis Avenue du Pré Closet, registered with the Annecy Trade and Companies Register under number 852 126 150.

2. SCOPE OF APPLICATION

These General Subscription Terms and Conditions constitute, in accordance with Article L. 441-1 of the French

Commercial Code, the sole foundation of the commercial relationship between the Parties. Their purpose is to define the terms and conditions under which the Seller provides the Services to the Client.

These General Subscription Terms and Conditions apply, without restriction or reservation, to all subscribed Services. In accordance with applicable regulations, these General Terms are systematically communicated to any Client who requests them, to enable them to place an order with the Seller.

Any subscription to the Services by the Client implies full and unconditional acceptance of these GTC by the Client, who is deemed to have full knowledge thereof. These GTC shall prevail, where applicable, over any other version or conflicting document. These GTC apply to the exclusion of all other terms and conditions, which shall be unenforceable against the Seller, including the Client's own general purchasing terms, even if the Seller has been made aware of them.

The Seller reserves the right to cancel or limit the order and subscription to the Services in the event of a breach of these General Subscription Terms and Conditions, or in the event of any past or ongoing dispute with the Client.

In accordance with current regulations, the Seller reserves the right to derogate from certain clauses of these General Terms and Conditions, based on negotiations with the Client, by establishing special contractual terms.

3. CONTRACTUAL DOCUMENTS

The **«Contract»** includes, in descending order of precedence, the following documents:

- (i) the Quote(s) duly signed by the Parties; and
- (ii) these General Subscription Terms and Conditions and their possible Appendices, without hierarchy between them.

In the event of a conflict or inconsistency between these contractual documents, the order of precedence set out in this Article shall apply.

4. SERVICES

4.1 Description of Services

The NOVOSTABLE Services include the analysis of equine behavior through one or more Equipment devices, allowing the Client, depending on the subscribed offer, to benefit from access to the Services.

The main features of the Services — including specifications, illustrations, and size or capacity indications of the Equipment included in the Services — are presented in a specific catalog made available by the Seller upon the Client's request.

In this regard, the Client is expressly informed that the Services are intended exclusively for use inside horse stalls (boxes) and are subject to strict usage guidelines provided by the Seller, which the Client agrees to comply with.

The choice and subscription to a Service is the sole responsibility of the Client. Photographs and graphics shown in the catalog or any other document are non-contractual and do not engage the Seller's liability. The Client is required to refer to the description of each Service in order to understand its features, essential characteristics, and delivery times.

The Service offers are subject to availability, as specified at the time the Client places the order.

4.2 Prerequisite for Access to Services

The Services can be activated either (i) on a smart camera sold by the Seller, or (ii) on a smart camera not sold by the Seller, provided it is compatible with the Equipment.

Therefore, prior to subscribing to a Service, the Client must ensure that the video surveillance system in use in each of the relevant horse stalls (boxes) allows integration with the Seller's Equipment and Software via an RTSP stream.

If the Client does not possess such equipment at the time of subscription, they must acquire a video surveillance system that is compatible with the Seller's Equipment and Software.

In any case, the activation of the Service and the verification of the compatibility of the Client's equipment and products with the Software enabling use of the Services (including the verification of a sufficient internet connection) remain the sole and exclusive responsibility of the Client. Under no circumstances shall the Seller be held liable for any incompatibility of the Client's equipment with the Software or for any inadequate internet connection required to use the Services.

The Client further acknowledges and agrees that subscribing to a Service requires installing the Software on a single device. If the Client wishes to install the Software on multiple devices, they must subscribe to as many Service Plans as devices on which the Software is to be installed. The number and type of Subscriptions the Client wishes to purchase are indicated in the Quote.

4.3 Provision or Rental of Equipment

For Equipment made available to the Client or offered for rental, depending on the offer subscribed to by the Client, the Seller reserves the right to renew or upgrade the Equipment free of charge in the event of Software evolution that renders the existing Equipment incompatible with the Services.

The Equipment remains the exclusive, non-transferable, and non-seizable property of the Seller and is made available to the Client solely for the purposes of the Contract. The Client has custody of the Equipment for the duration of their Subscription and must not damage its physical, electrical, or electronic integrity. The risk of damage, malfunction, loss, or theft of the Equipment transfers to the Client upon receipt, except in the case of inherent defects. The Client must take out all necessary insurance with a licensed insurer to cover the risks associated with the possession and use of the Equipment.

In the event the Equipment is purchased under the Client's subscribed offer, the sale shall be governed by NOVO SENSO's General Terms and Conditions of Sale ("GTC").

4.4 Equipment Installation

The Client agrees to comply with all installation and usage instructions for the Equipment, available in the documentation provided with the Equipment and on the website <https://www.novostable.com/installation>, as well as with all applicable regulations.

The Client shall bear all consequences, including financial, resulting from installation or use of the Equipment that does not comply with the above-mentioned instructions and regulations.

4.5 Commissioning

During the initial installation and activation of the subscribed Service, a fourteen (14) day period is required for calibration and configuration of the Seller's algorithms. The Client acknowledges and agrees that the Services will not be operational during this period.

For the Foaling service, the creation of a new mare profile for foaling monitoring must be completed at least 24 hours before foaling in order to ensure proper detection.

4.6 Use of the Application

In order to use the Application, the Client must create a personal account. To do so, the Client enters their email address in the designated field and confirms it to be sent to the Seller. Upon receipt, the Seller will send the Client an email with a link to create a password. The Client can then access their personal account by entering their email address and this password (hereinafter the "**Access Credentials**").

The Client acknowledges that they may only have one personal account granting access to their personal space. The Access Credentials are strictly personal and confidential. The safekeeping and use of these Access Credentials are the sole responsibility of the Client. The Client undertakes not to disclose them to anyone, in any form. All actions performed on the personal space using the Access Credentials shall be deemed to have been carried out by the Client. It is the Client's responsibility to manage the security of their personal account and to comply with the terms of use.

The Client agrees to promptly inform the Seller in the event of loss, theft, misappropriation, or any unauthorized use of their Access Credentials as soon as they become aware of it, in order to request that the Seller block access. Upon receipt, the Seller will block all access to the personal space using the Client's Access Credentials. A written confirmation of the blocking of the Access Credentials will be sent to the Client by email. In the event of loss, theft, or fraudulent use of one of their Access Credentials, the Client shall be solely responsible for any harmful consequences, to the exclusion of any liability on the part of the Seller.

The Seller reserves the right to suspend, restrict access, or block the Client's Access Credentials if the Seller is informed of any abnormal use or has legitimate reasons to believe that the Access Credentials have been compromised or that use of the personal space is fraudulent, or more generally, that the use of the Access Credentials or the personal space violates these General Terms and Conditions.

5. ORDERS

Any provision of Services by the Seller is subject to an order placed by the Client with the Seller and to the Seller's verification of the availability of said Services. The order is formalized through a quote, a sample of which is provided in the Appendix to these terms ("Quote"), duly signed by both Parties.

Validation of the Quote by the Client constitutes

unreserved acceptance of these General Subscription Terms and Conditions.

No order may be modified or canceled once the Seller has received a Quote signed by the Client.

6. DELIVERY

When subscribing to the Services, the corresponding or ordered Equipment will be delivered to the location chosen by the Client and specified in the Quote, within the indicative shipping time frame provided by the Seller at the time of signing the Quote, to which may be added processing and delivery time (the "Timeframe"), to the address indicated by the Client in the Quote.

The Client may contact the Seller regarding the status of their order and its delivery by email at the address specified in Article 17.

Delivery is constituted by the transfer to the Seller of the physical possession or control of the Equipment, subject to the provisions of Article 4.3.

Deliveries are carried out by an independent carrier. However, the Seller undertakes to use its best efforts to have the Equipment ordered by the Client delivered within the aforementioned Timeframe. Nevertheless, the Client acknowledges that it is the carrier's responsibility to carry out the delivery and that they have no recourse or claim against the Seller in the event of non-delivery of the Equipment.

Furthermore, the Seller shall not be held liable for delays in delivery caused by Events of Force Majeure.

The Client is responsible for checking the condition of the delivered Equipment. They have a period of forty-eight (48) hours from delivery to submit, in writing (by email or postal mail to the addresses provided herein), any reservations or claims for non-conformity or apparent defects of the Equipment (e.g., damaged or previously opened packages), along with all relevant supporting documentation (including photos). After this period, and if these procedures are not followed, the Equipment will be deemed compliant and free of any apparent defects, and no claim will be validly accepted by the Seller.

The Seller will refund or replace, as soon as possible and at its expense, any Equipment for which non-conformity or apparent defects have been duly proven by the Client.

7. PRICING

The Services are provided at the Seller's current rates in effect on the date the order is placed, and, where applicable, in any specific commercial offer sent by the Seller to the Client. The prices of the Services are net and excluding taxes, and are stated in the Quote, along with any additional costs (transport, packaging, customs duties where applicable, etc.). Special pricing conditions may be offered based on the specific requirements of the Client, particularly regarding delivery methods and times. A tailored commercial offer may be provided to the Client at the sole discretion of the Seller.

These rates are firm and non-revisable during their validity period.

The Seller reserves the right, outside this validity period, to modify prices at any time, but orders will be invoiced based on the rates in effect at the time they are recorded.

8. PAYMENT TERMS

Payment and the payment methods are made according to the terms agreed upon in the Quote.

In accordance with Article L. 441-10 of the French Commercial Code, the Seller informs the Client that any delay in payment shall result, in particular, in the application to all amounts due by the Client under this Article, of an interest rate equal to three (3) times the legal interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points, which the Client shall be liable for, in addition to a fixed compensation of forty euros (€40) for recovery costs.

Furthermore, in the event of non-compliance with the payment terms set out in this Article, the Seller notably reserves the right to: (i) suspend or cancel delivery of on-going orders, (ii) suspend performance of its obligations, and/or (iii) reduce or cancel any discounts granted to the Client.

9. TERMINATION

9.1 Termination at the Client's initiative

The Client may terminate their subscription to the Services at the end of the initial twelve (12) months following the start of service.

They must notify the Seller's customer service department in writing, one (1) month before the end of the initial term. The subscribed Service will then end the month following that of the termination.

In the event of termination of the Contract at the Client's initiative during the initial commitment period, the Client shall remain liable for the remaining monthly payments due until the end of that period, unless the Client is able to justify the occurrence of a Force Majeure Event in accordance with the provisions of Article 14.

9.2 Termination at the Seller's initiative

In the event of a breach by the Client of any of their obligations under the Contract, not due to a Force Majeure Event, the Seller reserves the right to suspend the performance of its own obligations. This suspension shall occur after a formal notice has been sent by registered letter with acknowledgment of receipt to the Client, instructing them to remedy the breach, and if it remains unresolved for a period of fifteen (15) days.

If, at the end of the aforementioned period, the Client's breach has still not been remedied, the Seller may terminate all or part of the Contract.

9.3 Consequences of Termination

In the event of termination of the Contract, the Client undertakes to return to the Seller the Equipment made available to them no later than fifteen (15) days following the effective termination date.

If the Equipment is not returned within the aforementioned time limit, or if it is returned incomplete or damaged due to the Client, the Seller reserves the right to charge a fixed compensation of eight hundred and fifty euros (€850) excluding taxes, which the Client acknowledges and accepts.

10. INTELLECTUAL PROPERTY

The Seller remains the sole and exclusive owner of all intellectual property rights pertaining notably to the Services, the Equipment, the Software, and the Application, including, without limitation, industrial property rights, domain names, inventions, improvements, manufacturing know-how, technologies, trade secrets, databases, ideas, enhancements, and any other intellectual property rights (hereinafter referred to as “**Intellectual Property Rights**”).

No ownership rights of any kind, particularly concerning the Software and the Application, are transferred to the Client under these terms. As of the Client's subscription to the Services, they are granted a strictly personal, limited, non-exclusive, non-transferable, non-assignable, free-of-charge right to use the Services.

The Seller also retains ownership of all developments related to the Software and the Application and may freely reuse any ideas, concepts, methods, know-how, or techniques relating to programming or data processing that is or will be discovered or developed during the performance of any Services under this agreement.

Any partial or total reproduction, modification, or use of the Seller's Intellectual Property Rights without the express, written, and prior consent of the Seller is strictly prohibited. In particular, the Client is prohibited from any reproduction, republication, citation, copying, or other use of the Seller's Intellectual Property Rights without the express, written, and prior agreement of the Seller.

The Client is also prohibited from renting, selling, lending, sublicensing, copying, modifying, adapting, merging, translating, decompiling, disassembling, reverse-engineering, or creating derivative works from all or part of the Equipment, Software, Application, and more generally, the Services.

The Seller reserves all rights to take action against the Client or any other person in the event of a violation of its Intellectual Property Rights.

11. WARRANTIES

The Equipment provided by the Seller benefits from the manufacturer's legal warranty.

The Services provided under a subscription are subject to specific warranties for the entire duration of the Subscription, namely:

- Technical support available Monday to Friday from 9 a.m. to 5 p.m. GMT+1 for any questions or troubleshooting needs related to the Software,
- Regular Software updates, if necessary,
- Installation support as described in the Quote accepted by the Client.

Subject to the provisions of this Article and the applicable mandatory legal provisions, the Seller expressly disclaims any express, implied, or statutory warranties relating to any aspect of the Services, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

The Seller reminds the Client that the Software is not a medical device and that the Services are not intended to replace or substitute for medical advice. The Services are solely a data collection and abnormal behavior detection assistance tool. It is the sole responsibility of the Client to process this data, analyze it, and arrange for its

verification and interpretation by a medical professional.

The Client is also reminded that the Services do not constitute an anti-intrusion alert system and are not intended to replace an alarm or any other anti-intrusion alert device.

The Seller in no way guarantees (i) the accuracy, reliability, or completeness of the data collected via the Services, (ii) the timing of data transcription and transmission through the Software, including real-time data transmission, (iii) the proper, continuous, and complete functioning of the Services.

The Client acknowledges and accepts that the Software does not detect all behavioral changes, abnormal behaviors in horses, or any problems related to horses.

12. LIABILITY

Subject to the applicable mandatory legal provisions, the Seller shall in no event be held liable for any kind of damage that may result from the misuse of the Services or Equipment by the Client, or from use that does not comply with the instructions for use of said Services and Equipment. Likewise, the Seller's liability shall not be invoked in the event of non-performance or improper performance of the Contract caused by a third party or by a Force Majeure Event.

With regard to the Services, the Client acknowledges and agrees that (i) viruses, worms, Trojan horses or other unwanted data or software, or (ii) unauthorized users (such as hackers) may attempt to access and damage the Client's data, equipment, computers, or networks. The Seller shall in no event be held liable for such activities or their impact on the functioning of the Services.

The Client further acknowledges that the Seller cannot be held liable (i) in the event of a malfunction of the Client's Internet network, (ii) in the event of poor data backup by the Client through use of the Services, (iii) in the event of failure by the Client to follow installation or configuration instructions for the Services, or (iv) for any damage resulting wholly or partly from the Client's failure to fulfill the obligations incumbent upon them under these terms.

It is agreed that the Seller shall under no circumstances be held liable for any special, indirect, or consequential damages, including but not limited to loss of opportunity to conclude any contract or business, loss of profit or clientele, loss of data, or damage to reputation incurred by the Client under these terms.

Except in cases of bodily harm, intentional or gross misconduct, the total compensation due by the Seller to the Client for all damages suffered in connection with the performance of the Contract shall not exceed the total amount paid by the Client under these terms.

13. PERSONAL DATA

Each Party undertakes to comply with the applicable regulations on the protection of personal data, in particular the provisions of Law No. 78-17 of January 6, 1978 on Information Technology, Data Files and Civil Liberties, as amended by Regulation (EU) No. 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).

In their relationship, each Party is solely responsible for any damage caused by a breach of its obligations under personal data protection regulations.

The Client is informed and accepts that, for the purposes of the Contract, the Seller may store, process and use the data mentioned herein for the performance of the said Contract and in accordance with the applicable regulations on personal data.

This information is mandatory, strictly confidential, and intended only for the competent departments of the Seller involved in the performance of the Contract, as well as duly authorized third parties when such disclosure is strictly necessary for the declared purposes, in particular for the proper performance of the obligations mentioned in the Contract and for billing management.

The personal data collected will be retained for five (5) years from the end of the contractual relationship between the Parties. In any event, the Seller will not retain such data beyond the period necessary (i) in light of the purposes for which they are processed, (ii) for the management of its tasks and any disputes that may arise therefrom in accordance with applicable limitation rules or accounting document retention rules.

The Client has, in accordance with applicable national and European regulations, the right to request access to, rectification or erasure of their data, restriction or objection to processing, data portability, or to file a complaint or post-mortem directives by contacting the Seller at the following address: contact@novostable.com. The Client may also file a complaint with the relevant personal data protection authority (the French Data Protection Authority – CNIL).

14. FORCE MAJEURE

For the purposes of this Article, a “Force Majeure Event” shall have the meaning set forth in Article 1218 of the French Civil Code. In addition, the following events shall notably be considered as Force Majeure Events: natural disasters, wars, explosions, fires, floods, storms, earthquakes, insurrections, terrorist acts, riots, civil unrest, rebellions, strikes, lockouts or social conflicts other than strikes, any lockdown measures arising from a public health emergency involving the Party invoking the benefit of this Article.

If a Force Majeure Event occurs that makes it impossible for one Party (the “Affected Party”) to fulfill its obligations to the other Party (the “Other Party”), the Affected Party shall not be held liable to the Other Party and shall be relieved of its obligations to the extent that its ability to fulfill them has been affected by the Force Majeure Event. If the consequences of the Force Majeure Event on the Affected Party make it impossible for that Party to perform a substantial part of its obligations under the Contract for a period of at least sixty (60) consecutive days, either Party may, by written notice, terminate the Contract, in whole or in part, with immediate effect and without liability to the Affected Party.

15. SUBCONTRACTING

The Client acknowledges and accepts that all or part of the Services covered by these terms may be subcontracted by the Seller to any provider of its choice. This notably includes the installation of the equipment or management of the Services.

16. NO WAIVER

The failure or delay by the Seller in exercising any of its rights or remedies under these terms shall not constitute a waiver of such right or remedy, nor shall it prevent or restrict any future exercise of that or any other right or remedy. A single or partial exercise of such right or remedy shall not preclude or limit any further exercise of that or any other right or remedy.

17. ENTIRE AGREEMENT

Unless expressly stated otherwise, the Contract constitutes the entire agreement between the Parties.

18. GOVERNING LAW – DISPUTE RESOLUTION

Any dispute or disagreement relating to the provisions of this Contract or in connection with it, its subject matter, or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with French law, excluding conflict of law principles.

All disputes or disagreements arising from this Contract shall be submitted to the exclusive jurisdiction of the Commercial Court of Annecy.

19. CONTACT – NOTIFICATIONS – CLAIMS

All correspondence addressed to the Seller (including complaints) and to the Client must be sent by email or by registered letter with acknowledgment of receipt, to the postal and electronic addresses specified in the Quote.