

Terms and Conditions of Use

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NOVO SENSO

1. Scope of Application

These general terms and conditions of use (GTCU) apply to all subscription services NOVOSTABLE executed by NOVO SENSO, a company registered with the Trade and Companies Registry, located at 5 bis avenue du Pré Closet, 74940 Annecy.

2. ACCESS TO SERVICES

2.1 Installation

The Software may only be installed, either i) on a smart camera marketed by NOVO SENSO (the "**Product(s)**"), or ii) on a smart camera not marketed by NOVO SENSO but for which NOVO SENSO has confirmed compatibility with the Software in writing to the Client.

In any case, the installation of the Software and the verification of the compatibility of their equipment and products with the Software (including the verification of a sufficient internet connection) remain the sole and exclusive responsibility of the Client. Under no circumstances shall NOVO SENSO be liable in the event of incompatibility of the equipment available to the Client with the Software or in the event of a lack of adequate Internet connection for the purpose of using the Services.

The Client acknowledges and agrees that subscribing to a Subscription implies the installation of the Software on a single device. If the Client wishes to install the Software on multiple devices, they must subscribe to as many Subscriptions as there are devices on which they wish to install the Software. The number and type of Subscriptions the Client wishes to subscribe to are indicated in the Quote.

2.2 Commissioning

During the first installation and activation, a period of 14 days is necessary to calibrate and configure NOVO SENSO's algorithms. During this period, the system is not operational. For the foaling service, in addition to this 14-day setup, the creation of a new mare for foaling monitoring must be done at least 24 hours before the foaling to ensure detection.

2.3 Personal Account: Creation and Use of the Personal Account

By downloading and using the NOVOSTABLE App, you agree to create a personal account by providing truthful and up-to-date information. Creating your account involves entering a unique identifier (an email that must also be communicated to NOVO SENSO), and a confidential password, for which you are solely responsible. You commit not to disclose this information and to protect it against any unauthorized access. NOVOSTABLE app reserves the right to suspend or terminate your account in case of non-compliance with these conditions or suspicious activities. The use of the application is intended for personal and not commercial use. Any inappropriate, illegal content or content that violates the rights of others may lead to the deletion of your account and legal action. Your privacy is important to us. The information collected when creating your account will be processed in accordance with our privacy policy.

For each Subscription subscribed by the Client, they will be given a tracking code for the Product Data collected within a box, via the Application. Without prejudice to the

provisions set forth herein, the Client may transmit said tracking code to persons they wish, up to a limit of 10 users, so that they can access the Product Data via the Application whose download is free. The Client and the other concerned users must comply with the Application's terms of use, which the Client acknowledges and accepts. The Client accepts full responsibility for this sharing and its implications.

The Client commits to inform NOVO SENSO without delay in case of loss, theft, misappropriation, or any unauthorized use of their Access Codes, as soon as they become aware of it to request the blocking of the Access Codes by NOVO SENSO. Upon receipt, NOVO SENSO will block any access to the personal space via the Client's Access Codes. A written confirmation of the Access Codes blocking will be sent by email to the Client. In case of loss, theft, or fraudulent use of any of their Access Codes, the Client will be solely responsible for any damaging consequence, excluding any liability of NOVO SENSO.

NOVO SENSO reserves the right to suspend, restrict access, or block the Client's Access Codes if NOVO SENSO is informed of any abnormal use or if the Client has legitimate reasons to believe that the Access Codes have been hacked or that the use of the personal space is fraudulent, or more generally that the use of these Access Codes or the personal space is contrary to the provisions of the Contract.

3. TERMS OF USE

The Client expressly agrees to use the Services in accordance with their intended purpose, the normally expected use of such Services, and to read all the technical documentation and usage instructions provided by NOVO SENSO. The Client agrees to use the Application and the Software in accordance with the latest version of the terms of use available on the Application.

Furthermore, the Client agrees to:

- not use the Services for the surveillance of any individual (including their personnel) or any animals other than horses;
- use the Services for monitoring a single horse per device;
- install the Software indoors, within the stalls;
- cease all use of the Services in the event of a breakdown or any malfunction.

In general, the Client also agrees to use the Services in accordance with current regulations, particularly in terms of image rights, respect for privacy, labor law, and personal data.

4. PRODUCT DATA

4.1 Ownership and use of Product Data

Throughout the duration of the Contract, the Client has access rights to the Product Data. NOVO SENSO remains the sole and unique owner of all property rights on the Product Data. Thus, NOVO SENSO reserves the right (including) to retain and use the Product Data for its own use and/or for any use of its choice, including commercial.

No property rights of any kind, especially related to the Product Data, are transferred to the Client under this agreement. In general, the Client does not have any rights and cannot claim any prerogatives regarding the Product Data, except as otherwise provided herein.

To this end, NOVO SENSO grants the Client a limited, non-transferable, non-assignable (whether for consideration or free of charge), non-licensable, and non-sub-licensable right of access and use of the Product Data, strictly for personal and internal purposes, excluding any other use (including commercial). The Client also hereby agrees to assign to NOVO SENSO all property rights over any development or creation related to or resulting from the use or exploitation of the Product Data; NOVO SENSO may freely reuse the ideas, concepts, methods, know-how, or techniques related to the processing of these Product Data that are or will be discovered or developed during the use or exploitation of the Product Data by the Client.

4.2 Compliance with privacy regulations

The Software may collect videos and images of individuals entering the stalls in which the horses are placed. The Parties, especially the Client, commit to respecting all applicable regulations regarding privacy and image rights. In this regard, the Client agrees to inform and obtain the prior written consent of all individuals whose image and/or sound may be collected by the Software.

5. Warranty

The subscription services are subject to specific warranties:

- Technical support available from Monday to Friday from 9 am to 5 pm GMT+1 for any questions or necessary troubleshooting on the software.
- Regular software updates, if necessary.

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

NOVO SENSO reminds the Client that the Software does not constitute medical devices and that the Services should not be used as a substitute or replacement for medical advice. The Services only constitute a tool for data collection and assistance in detecting abnormal behaviors. It is solely the Client's responsibility to process these Product Data, analyze them, and organize their verification and analysis by a medical professional. It is also reminded to the Client that the Products do not constitute an anti-intrusion alert device and are not intended to replace an alarm or any other anti-intrusion alert device.

NOVO SENSO does not guarantee i) the truthfulness, reliability, or completeness of the Product Data, ii) their transcription and transmission times via the Software, especially the

real-time transmission of the Product Data, iii) the proper, continuous, and complete functioning of the Services.

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

6. Liability

NOVO SENSO is not responsible for damages resulting from improper use of the products or from a misinterpretation of the services.

6.1 LIMITATION OF LIABILITY

Subject to the applicable mandatory legal provisions, NOVO SENSO shall in no case be held liable for any damages of any kind that may result from the use of the Services contrary to the terms of use set forth herein, especially in Article 7, or use not in accordance with any other instructions from NOVO SENSO concerning the use of the Services. Similarly, NOVO SENSO's liability cannot be sought in case of non-performance or poor performance of the Contract due to a third party or a Force Majeure Event. In general, it is reminded that NOVO SENSO is bound by an obligation of means and commits to making its best efforts to fulfill the tasks entrusted to it under the Contract.

The Client acknowledges and agrees that (i) viruses, computer worms, Trojan horses, or other undesirable data or software, or (ii) unauthorized users (e.g., hackers) may attempt to access and damage the Client's data, computers, or networks. NOVO SENSO cannot in any case be held responsible for these activities. The Client also acknowledges that NOVO SENSO's liability cannot be sought, (i) in case of dysfunction of the telephone network or the Internet, (ii) in case of improper backup of the Product Data, (iii) in case of improper installation or configuration of the Software, (iv) in case of non-detection via the Services of abnormal behaviors of horses, and (v) for any damage resulting in whole or in part from the Client's failure to fulfill the obligations under this agreement.

It is agreed that NOVO SENSO cannot in any case be held liable for any special, indirect, or consequential damage including, without limitation, the lost opportunity to conclude any contract or business, loss of profit or clientele, loss of data, loss of brand image incurred by the Client under this agreement. Except for bodily injury, intentional or gross negligence, the total compensation due by NOVO SENSO to the Client for all damages suffered under the performance of the Contract shall not exceed the total amount paid by the Client under this agreement, as stated in the Quote signed by the Parties.

7. INTELLECTUAL PROPERTY

NOVO SENSO remains the sole and exclusive holder of all intellectual property rights related notably to the Software and Application, including industrial property rights (trademark, patent, designs, etc.), copyright, domain name, software rights, database

producer rights, invention, idea, improvement, manufacturing know-how, technology, manufacturing secret, and all other intellectual property rights ("**Intellectual Property Rights**"). As such, the Client does not benefit from and cannot claim any prerogatives in terms of intellectual property under this agreement, except as provided in Article 4.1 of the General Terms and Conditions. No property rights of any kind, especially related to the Software and Application, are transferred to the Client under this agreement.

NOVO SENSO also retains ownership of all developments related to the Software and Application and may freely reuse the ideas, concepts, methods, know-how, or techniques related to programming or data processing that are or will be discovered or developed in the course of executing any Services under this agreement.

NOVO SENSO reserves all its rights to act against the Client or any third party in case of infringement of the Intellectual Property Rights it holds.

8. PERSONAL DATA

Each Party commits to respecting the applicable regulations regarding the protection of personal data, notably the provisions of Law No. 78-17 of January 6, 1978, on information technology, files, and freedoms, 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 relations, each Party is solely responsible for the damage caused by any failure to fulfill the obligations incumbent upon them under the regulations regarding the protection of personal data.

The Client is informed and agrees that under the Contract, NOVO SENSO may store, process, and use the data mentioned herein for the purpose of processing said Contract, in accordance with the applicable personal data regulations.

This information is mandatory, strictly confidential, and intended only for the competent services of NOVO SENSO involved in the execution of the Contract as well as duly authorized third parties when such communication is strictly necessary for the stated purposes, namely, the perfect execution of the obligations mentioned in the Contract, client file management, and billing management.

The collected personal data will be kept for five (5) years from the end of the contractual relationship between the Parties. In any case, NOVO SENSO will not retain this data beyond the necessary duration (i) regarding the purposes for which they are processed, and (ii) for the management of its missions and disputes that may result according to applicable statute of limitations or rules for the retention of accounting documents.

The Client has, in accordance with national and European regulations in force, the right to access, rectify, erase, limit or oppose the processing, portability of their data, or to introduce a complaint or post-mortem directives by contacting NOVO SENSO at the

following address: contact@novostable.com. The Client may also file a complaint with the competent data protection authority (the National Commission on Informatics and Liberty).

9. SUBCONTRACTING

The Client acknowledges and agrees that all or part of the Services subject to these General Terms and Conditions may be subcontracted by NOVO SENSO or a service provider of its choice. This includes, in particular, the installation of equipment or service management.

10. Applicable Law and Disputes

These GTCU are governed by French law. Any dispute relating to their interpretation or execution falls under the jurisdiction of the competent courts of the location of the registered office of NOVO SENSO.

11. CONTACT – NOTIFICATIONS - COMPLAINTS

All correspondence to NOVO SENSO (including in the event of complaints) and to the Client must be transmitted by email or by registered letter with acknowledgment of receipt, to the postal and electronic addresses indicated in the Quote, according to the distributor or service provider that carried out the sale of the solution. See the general sales conditions.

12. Modification of the GTCU

NOVO SENSO may modify these GTCU at any time, with effect for future business relations.