## Standard Terms & Conditions:

**General Conditions**

**(i)** The buyer agrees to accept the terms and conditions below, unless otherwise agreed in writing with Kinesense.

**(ii)** In the event of any inconsistency between these terms and conditions and any other agreement or any translation into another language, these terms and conditions in the English language shall take priority.

**(iii)** This agreement is subject to the law of the Republic of Ireland.

**(iv)** The following definitions shall have the meanings assigned to them and cognate expressions shall have the corresponding meanings:

**(i)** **"Products"** means the software and related hardware developed by including object code form, component libraries or templates and related user documentation developed by the Company as more particularly set out the Price List and includes the Support Services;

**(ii)** **"Licence Fee"** the fee for Kinesense Products.

**(iii)** **"Buyer"** means the person or organisation to whom this quotation is addressed places the order for Kinesense Products.

**(iv)** **"End user"** mean the person or organisation, its employees, agents and independent contractors who are authorised to use the Products.

**Grant of Licence and Order**

**(i)** In consideration of the payment of the Licence Fee, Kinesense hereby agrees to provide a non-exclusive, non-transferable licence to use the products to the end user identified on the purchase order on the terms of this agreement. Please provide the end user organisations name and key contact details in any purchase order placed.

**(ii)** The product priced within this quotation is intended to be used by one end user organisation. Licences may not be shared between organisations. The end user, buyer or other may not to rent, lease, sub-license or loan the products. A buyer may resell the product to another end user organisation provided this is agreed with Kinesense in advance.

**Delivery & installation**

**(i)** Kinesense will provide electronically deliver Products unless otherwise agreed in writing.

**(ii)** Kinesense assumes no responsibility for licences or charges including but not limited to customs clearance, customs duty, VAT, export licences or any other charges within the country designated for delivery by the Buyer.

**(iii)** Kinesense shall not be liable for any delivery delays beyond the reasonable control of Kinesense.

**(iv)** Installation is at the expense of Buyer unless otherwise specified in writing. The buyer will be responsible for hardware, storage or any networking requirements.

**Price & payment**

**(i)** This quotation is valid for a period of 30 days from date of issue and subject to prior order.

**(ii)** Prices are quoted ex works (INCOTERMS 2000) unless otherwise specified. Kinesense is no liable for any taxes or

**(iii)** Provision for terms of payment are set forth in Kinesense quotation are agreed on an individual basis with the buyer and may require full up-front payment. Standard payment terms are 30 days. Kinesense reserves the right to charge the Buyer interest for the late payment of any sum due under this Agreement at the rate of 2 per cent above the Bank of Ireland base rate.

**(iv)** The licence fee is based on a subscription basis and is payable in advance for twelve consecutive months, unless stated otherwise.

**(v)** The start date for the licence fee is 1-month post purchase order or installation date, whichever is sooner.

**(vi)** Professional services for installation, training, technical support and development are chargeable separately to the licence fee.

**Buyer & end user responsibilities**

**(i)** The end user agrees to adhere to the Kinesense end user licence agreement (EULA) of Kinesense. The EULA comes in to force when the product is installed and the 'I Accept" button or check box is presented with the EULA terms and conditions and clicked on, or earlier, when any of the Products are used and shall remain in force until the licence expires. Where the buyer installs the licence for the end user, they will ensure that the end user is aware of the licence terms and conditions.

**(ii)** The end user shall be considered the data controller and as such shall be responsible for content of any data processed by Kinesense products.

**(iii)** The end user shall own all rights, title and interest in and to all content imported to the Product and shall have the sole responsibility for the legality, reliability, integrity accuracy and quality of such content.

**(iv)** Where the licence fee is sold as a named user licence, the end user is responsible for providing access to named authorised users and ensuring that multiple users do not use the same named user log ons. If the end user becomes aware of any violation of this clause by a named user they agree to terminate such user access to the Products.

**(v)** The end user will ensure that Product users are always educated and trained in the proper use and operation of the Products and that the Products are used in accordance with the Kinesense manuals and instructions.

**(vi)** The end user shall provide all necessary co-operation in relation to these terms and conditions and provide all necessary access to such information as Kinesense may require to the Products including but not limited to content, security access information and Information technology configuration.

**(vii)** The end user will not to make a permanent or temporary copy of or to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Product.

**(viii)** The end user not to create any software which is substantially similar in its expression to the Product or for any other act which infringes copyright.

**(ix)** The end user shall take all steps reasonably necessary to ensure that no person or entity has unauthorised access to the Product.

**Cancellation**

**(i)** An order cannot be cancelled once delivered. Prior to delivery. Kinesense must receive written notice and request for cancellation stating the reason.

**(ii)** Buyer shall be liable for payment of the following charges to Kinesense in the event of cancellation: costs up to the date of cancellation + 15% of the contract value.

**Limitation of Liability**

**(i)** Kinesense warrants that at the time of sale, it will have title to sell the Products to the buyer; and the products sold to the Buyer will conform with the respective specification and/or product as trialled.

**(ii)** Kinesense liability shall be limited to either the replacement of the Product concerned; or at the option of Kinesense, reimbursement of the Price.

**(iii)** Kinesense shall have no further liability to the Buyer