

# General Terms and Conditions for the Supply of Products and Services

## Hawkcell SaS

**PRIOR NOTICE IS GIVEN THAT:** Hawkcell, a société par actions simplifiée à capital variable (simplified joint stock company with variable capital), with a minimum capital of €4 8 744,00 €, whose registered office is at 28 RUE JOANNES CARRET, 69009 LYON, registered in the Lyon Trade and Companies Register under number 845 208 057 RCS Lyon, represented by AlphaFly SARL represented by its Chairman, Mr Alexis GIRIN with full powers for the purposes hereof (hereinafter referred to as "**HAWKCELL**") and the natural or legal person having signed the Quotation (hereinafter referred to as the "**Customer**").

### ARTICLE 1. DEFINITION.

"**Agreement**" means all the contractual documents referred to in Article 3 hereof, the purpose of which is to define the conditions governing the provision of the Products and Services between HAWKCELL and the Customer. "**Anomalies**" means any reproducible malfunction attributable to all or part of the Products and Services". "**Confidential Information**" means any information, including Data, Imaging Data, commercial and technical information, drawings, models, software and associated documents, designated as confidential by stamp or written notification, or when disclosed orally, if identified as confidential at the time of disclosure and confirmed in writing within one month, considered confidential between the parties under the Agreement. "**Data**" means the data and information processed within the framework of the Agreement by means of the Services, including personal data within the meaning of Law No. 78-17 of 6 January 1978 of the General Data Protection Regulation (RGPD) or any applicable local legislation relating to the processing of personal data. "**Deliverables**" means the process and results of the services to be provided by HAWKCELL under this Agreement. That is to say the supply of images optimised for the performance of examinations in veterinary medicine. "**General Terms and Conditions for the Supply of Products and Services**" means this document which has been freely negotiated between the Parties, it being understood that any derogatory or additional clauses accepted by the Parties will be inserted in the Quotation or in special conditions. "**Proprietary Knowledge**" means technical and scientific information and knowledge, such as know-how, trade secrets, inventions, data, images, software, algorithms (including Protocols), works of the mind, plans, drawings, formulae, whether patentable or not, and any intellectual property rights, under the control of a Party, developed, created or acquired prior to or independently of the Agreement, necessary for the performance of the Agreement. "**Products or Services**" means the Products or Services defined and detailed in the Quotation. "**Protocol**" means a library of proprietary animal dedicated imaging sequence protocols developed by HAWKCELL as defined and detailed in the Quotation. "**Quotation**" means the document, the quotation, the order, specifying in particular the identity of the Customer and of HAWKCELL, the nature of the Products and Services supplied by HAWKCELL to the Customer as well as the associated technical, financial and calendar conditions, signed between HAWKCELL and the Customer. "**Update**" means any corrective patch of the Products and Services as well as any minor functional evolution provided by HAWKCELL each year during the term of the Agreement. "**Incident Resolution**" means the resolution of an application incident in less than thirty (30) minutes after contact with the Customer, either by telephone or by remote control of the MRI. "**Version**" means a functional or technological evolution of all or part of the Services.

### ARTICLE 2 PURPOSE.

The purpose of this Agreement is to detail the conditions under which HAWKCELL Products and Services are provided to the CUSTOMER. The Products and/or Services provided by HAWKCELL as well as their prices, purchased or subscribed by the CUSTOMER appear in the Quotation.

### ARTICLE 3 CONTRACTUAL DOCUMENTS.

The Agreement includes, in order of priority  
-The quote ;  
-These General Terms and Conditions and appendix  
-any special conditions.

The Agreement replaces any previous document or agreement between the Parties.

Any amendment to the Agreement must be signed by the Parties.

Any modification of the order by the Customer, accepted by HAWKCELL, may change the delivery time or the amount of the order.

### ARTICLE 4 PERIOD OF VALIDITY OF THE OFFER/QUOTATION - FORMATION OF THE AGREEMENT.

Unless otherwise specified in the Quotation,, all Quotations are valid for 30 days from their issue by HAWKCELL. The Agreement is formed upon signature of the Quotation by the Parties.

The Agreement takes effect on the date indicated in the Quotation or, failing that, on the date of the last signature. The duration of the Agreement is set out in the Quotation.

### ARTICLE 5 DELIVERY, TRANSPORT AND RECEPTION OF PRODUCTS.

#### 5.1 Delivery and transport of Products.

Unless otherwise stipulated, deliveries to the Customer's premises are made in accordance with the Quotation, at the Customer's expense.

Each delivery is accompanied by a HAWKCELL delivery note, dated, with the Agreement references and details of the Products delivered.

The delivery time is indicative. HAWKCELL will do its best to respect it, but has only an obligation of means.

#### 5.2 Receipt of Products.

At the time of delivery, the Customer must check the apparent conformity of the Product delivered.

In the event of apparent non-conformity of a Product, the Customer must indicate its reservations on the delivery note and inform HAWKCELL in parallel, in writing, of any alleged defect rendering the Product unfit for use, within eight (8) working days of delivery of the Product.

The Customer must provide HAWKCELL with all the necessary means to proceed with the ascertainment of the non-conformity of the Product(s) (in particular, but not exclusively, photos of the non-conforming Product(s)).

If the Customer does not comply with the notification

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requirements of this clause, he/she shall be deemed to have irrevocably accepted the Product, without any reservation, and shall then waive any claim concerning the conformity of the Product(s).

If the Customer notifies HAWKCELL of the non-conformities within the stipulated period and these are verified and accepted by HAWKCELL, the non-conforming Product may then be replaced at HAWKCELL's expense

In order to benefit from the replacement, the Customer must first return the non-compliant Product to HAWKCELL at their own expense, in accordance with the procedure provided by HAWKCELL.

Once the Product has been received, custody of it will be transferred to the Customer with all the obligations that this entails.

It is agreed between the Parties that, insofar as the Product is a highly technical product, acceptance is only considered definitive when receipts have demonstrated the conformity of the Product as defined in "Article 6 Effective development of HAWKCELL Products and Services".

### **ARTICLE 6 EFFECTIVE DEVELOPMENT OF PRODUCTS AND SERVICES PROVIDED BY HAWKCELL.**

The Parties acknowledge that certain HAWKCELL Products and Services are highly technical and require extensive development to ensure optimal performance and compliance with agreed specifications.

HAWKCELL undertakes to carry out all activities necessary for the effective development of the Products and Services within a reasonable period of time, including tests, adjustments and modifications required to ensure effective use.

The Customer undertakes to provide all the co-operation and Data required for the effective development of the Products and Services within the agreed timeframes in order to facilitate the process of effective development of the Products and Services.

The fine-tuning period will begin within 15 days of the date of delivery of the Products and Services to the Customer, and will continue until both Parties agree, within 15 days of the start of the effective fine-tuning period, that the Products and Services satisfactorily meet the agreed specifications for use in the Customer's business.

Regular tests will be carried out throughout the effective development period to assess the performance of the Products and Services.

Once the actual development has been deemed satisfactory by both Parties, a formal validation process will begin within 15 days of the end of the actual development period to confirm that the Products and Services comply with the functionalities expected by the Customer.

The Parties shall give their written approval for final acceptance in an acceptance report (hereinafter referred to as the "Acceptance Report").

In the event of non-compliance with the undertakings to develop the Services effectively within the agreed timescales, the Parties agree to negotiate in good faith corrective measures or, if necessary, appropriate compensation, taking into account the implications for the quality of the Services.

### **ARTICLE 7 ASSISTANCE, REMOTE SUPPORT AND MAINTENANCE OF PRODUCTS AND SERVICES.**

#### **7.1 Support for Products and Services.**

HAWKCELL provides support via its platform, accessible through its website ([www.hawkcell.com](http://www.hawkcell.com)) or by email ([support@hawkcell.com](mailto:support@hawkcell.com)), Monday through Friday between 9:00 a.m. and 6:00 p.m. Central Time (Europe) (

In the event of a request for support outside these periods, HAWKCELL will provide the CUSTOMER with a QUOTATION.

#### **7.2 Corrective and upgrade maintenance of Products and Services.**

These services include :

- the correction of Anomalies and/or the supply of palliative solutions.
- assistance services relating to Anomalies encountered when using the Products and/or Services, either online or by telephone.

Any Anomaly detected by the Customer must be accompanied by a detailed description of the Anomaly and the conditions under which it occurred.

HAWKCELL will qualify the Anomaly in order to provide the appropriate response:

- either through tutorials, email, or WhatsApp messages
- remote control of the Customer's workstation,
- or the implementation of a bypass solution,
- installing an Update or a new Version.

Within the framework of the continuous improvement of its Products and Services, HAWKCELL will proceed with the installation of Updates and/or new Versions. HAWKCELL will give the Customer reasonable notice of such an operation.

#### **7.4 Limits to Maintenance services.**

The following incidents are excluded from maintenance services:

- Technical problems with the contractor's imaging equipment (contractor maintenance);
- Non-compliant use of Products and Services by the Customer;
- Refusal of the Customer to collaborate with HAWKCELL to resolve the Anomalies;
- Loss of Data not attributable to HAWKCELL;
- Negligence or handling errors by users;
- Software viruses affecting the Customer's information system, despite the antivirus software used by HAWKCELL;
- Faults due to a third-party product;
- Changes to the Customer's communication networks;
- Problems encountered with the anaesthesia equipment used by the Customer to anaesthetise animals in the MRI., or CT SCAN

### **ARTICLE 8 RETENTION OF TITLE AND TRANSFER OF PRODUCT RISK.**

#### **8.1 Reservation of title.**

Ownership of the Products shall pass to the Customer upon full payment of the price.

In the event of non-payment, the Products shall remain the property of HAWKCELL.

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This retention of title clause remains in force until the price has been paid in full.

In order to protect HAWKCELL's interests, the Customer must inform the third parties concerned of this clause.

The reclamation of the Products by HAWKCELL automatically terminates the Agreement and applies the resolutive clause of "ARTICLE 16 TERMINATION - RESTITUTION".

### 8.2 Transfer of Products and risks.

Without prejudice to the above provisions relating to retention of title, the Customer shall bear all risks of loss or damage to the Products as soon as they are handed over to the first carrier or made available directly to the Customer.

### ARTICLE 9 TARIFFS.

The Prices are shown in the Quotation.

In any event, the Parties agree that the annual increase in Tariffs may not exceed three per cent (3%) of the tariffs in force, irrespective of the HICP index published by EUROSTAT.

If the monthly data is not received by the 15th of the following month, the fee will be calculated on the basis of the number of examinations carried out during the month as counted by HAWKCELL .

The Customer shall pay directly all taxes of any kind to which it may be subject as a result of the operation of the service during the term of the Agreement, in particular licences, taxes, duties and other present and future taxes or contributions.

The Customer is required to comply with the laws and regulations relating to tax inspections.

### ARTICLE 10 AUDIT .

HAWKCELL is authorized to audit the Customer in order to verify the Customer's compliance with the contractual obligations contained in this Agreement.

The audit will be carried out on the Customer's premises, during the Customer's working hours.

The audit may be carried out by HAWKCELL or by a third party company appointed by HAWKCELL. The costs of the audit shall be borne by HAWKCELL.

HAWKCELL will inform the Customer of the performance of this audit by registered letter with acknowledgement of receipt, detailing the protocol to be followed, the methods used and the data to be audited, giving at least fifteen (15) working days' notice before the date of its implementation.

The audit carried out by HAWKCELL or the third party company will focus in particular, but not exclusively, on the following elements:

- Verification that the HAWKCELL Protocols are not distributed or transmitted to third parties.
- The integrity of the leased Products.

The frequency of these audits is limited to one (1) audit per calendar year.

The Parties acknowledge that all reports and information obtained in the course of these audits are confidential.

A copy of the audit report will be given to the Customer. The report will be subject to joint review by HAWKCELL and the Customer.

### ARTICLE 11 CONFIDENTIALITY.

Confidential Information remains the property of the disclosing Party.

All copies must be returned or destroyed at the request of the disclosing Party.

Each Party must not disclose Confidential Information to third parties without prior authorisation, except to its employees or subcontractor required to perform the Agreement, who must respect confidentiality.

The confidentiality obligations do not apply to Confidential Information which :

- have been obtained in good faith prior to acceptance ;
- are in the public domain through no fault of the Beneficiary Party;
- have been acquired from a third party authorised to disclose them ;
- are drawn up independently by the Beneficiary Party;
- are approved for disclosure in writing;
- is required to be produced (following notification of the Disclosing Party wherever possible) under applicable law or regulation, including any court order or arbitral award.

The above confidentiality obligations shall survive for a period of five (5) years from the expiry or termination of the Agreement for any reason whatsoever. This termination of the confidentiality obligation is without prejudice to any other confidentiality that may continue by law, in particular by virtue of business secrecy.

### ARTICLE 12 OWNERSHIP.

#### 12.1 HAWKCELL's proprietary knowledge

The customer acknowledges and accepts that :

- a) HAWKCELL's Proprietary Knowledge relating to the Agreement and acquired or developed by HAWKCELL prior to the date of signature of this Agreement shall remain the full property of HAWKCELL ;
- b) for the purposes of the performance of the Agreement, and for this sole purpose, HAWKCELL grants the Customer a non-exclusive right to use the Own Knowledge that may be required for the use of the Services within the framework of the Agreement. This right will expire on the date of expiry or termination of the Agreement;
- c) HAWKCELL's own knowledge may be protected by business secrecy, in particular the Protocols. In this respect, the Customer shall scrupulously comply with the provisions of Article 11 of the Agreement;
- d) may not in any way transfer, assign, lease or sublease HAWKCELL's Proprietary Knowledge to one or more third parties without the express authorisation of HAWKCELL. As this is an essential obligation of the Agreement, in the event of a breach of this clause by the Customer, HAWKCELL

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shall be entitled to terminate the Agreement in accordance with the provisions of Article 19.1 below.

### 12.2 Ownership and use of Deliverables generated under the Agreement.

The Parties shall be co-owners of the Deliverables, after payment of the Price agreed between the Parties in this Quotation.

The Parties undertake to mention the source of the images in each communication.

For example, the following wording could be inserted: "images acquired by HAWKCELL on a 1.5T MRI scanner".

The Customer acknowledges co-ownership of the MRI/CT/CBCT images. He undertakes to share the diagnostic reports with HAWKCELL.

The Parties may use, transfer, assign, lease or sublease the Deliverables without the formal authorisation of the other Party.

The Data post-processed by HAWKCELL Services shall remain the exclusive property of HAWKCELL.

### 12.3 Prohibited acts.

The Customer must not :

- a) take any action that may interfere with Hawkcell's rights in Hawkcell's Proprietary Knowledge;
- b) challenge any right, title or interest of Hawkcell in Hawkcell's Proprietary Knowledge;
- c) make any claim or take any action adverse to Hawkcell's ownership of Hawkcell's Proprietary Knowledge;
- d) register or apply to register, anywhere in the world, Hawkcell's trademarks or any other trademarks similar to Hawkcell's trademarks or which incorporate Hawkcell's trademarks;
- e) to use any mark anywhere that is confusingly similar to Hawkcell's marks;
- f) engage in any action that tends to disparage, dilute the value of, or reflect unfavourably on the Products or Services or any Hawkcell trademark;
- g) misappropriate any of Hawkcell's trademarks for use as a domain name without Hawkcell's prior written consent; or
- h) alter, obscure or delete any Hawkcell trademarks, trademark or copyright notices or other proprietary rights notices contained on the Products, Services, marketing materials or other materials that Hawkcell may provide.

## ARTICLE 13 CYBERSECURITY AND ACCESS TO THE CUSTOMER'S INFORMATION SYSTEM.

### 13.1 Cyber security.

13.1.1 HAWKCELL warrants that it is familiar with and complies with the laws, regulations and standards relating to computer security, in particular those relating to cybercrime and the fraudulent use of Data.

13.1.2 HAWKCELL undertakes, in respect of all information, materials and Data of the Customer in HAWKCELL's custody

or control for purposes relating to this Agreement; or which are accessed, transmitted or stored using or on HAWKCELL's information systems or equipment in connection with this Agreement to:

- (i) do everything that a reasonable and prudent entity would do to ensure that all Data is protected at all times from unauthorised access or use;
- (ii) provide state-of-the-art protection measures for Customer Data;
- (iii) comply with all safety rules or procedures or directives as specified by the Customer.

HAWKCELL undertakes to implement a vulnerability management process and to inform the Customer of any vulnerability discovered by HAWKCELL during the term of the Agreement.

If HAWKCELL becomes aware of an actual or suspected event, it will notify the Customer as soon as possible, and will comply with any instructions issued by the Customer.

HAWKCELL will implement any mitigation strategy to reduce the impact of the cyber incident.

HAWKCELL shall preserve and protect the Customer Data (including, if necessary, reverting to any backup or other site or taking other steps to recover the Customer Data).

HAWKCELL will safeguard the Customer's Data and ensure that its subcontractors comply with these obligations. Upon written request, HAWKCELL will provide the information necessary to demonstrate compliance and will permit audits, limited to once a year with thirty days notice, except in cases of emergency.

### 13.2 Access to the Customer's information system.

13.2.1 In order to gain access to the Customer's information system, HAWKCELL and its personnel must comply with all security conditions specific to the execution of the Agreement, such as the conditions of access to the Site and to the Customer's information system, which must be communicated to HAWKCELL in writing prior to the signing of the Agreement.

13.2.2 HAWKCELL is authorised by the Customer to access the Customer's information system only to the extent strictly necessary for the performance of the Agreement.

### 13.3 Security reference framework and technical Appendix

The organizational and technical measures implemented by HAWKCELL in relation to cybersecurity are described in Appendix 1 – Information Systems Security Policy, which forms an integral part of these Agreement.

This Appendix 1 specifies, in particular, the security measures applied by HAWKCELL as part of its information security management system, developed in accordance with the best practices of the ISO/IEC 27001 standard, including measures relating to access management, infrastructure protection, incident management, data backup and business continuity.

## ARTICLE 14 PERSONAL DATA.

The provisions relating to personal data are set out in the Privacy Policy available on the Hawkcell Website.

## ARTICLE 15 COMMUNICATIONS.

The Customer authorises HAWKCELL to communicate publicly on the Agreement and to :

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- (i) take part in interviews and video testimonials;
- (ii) receive prospective customers of HAWKCELL on its premises;
- (iii) carry out joint advertising, subject to review and the prior agreement of the Customer.

### ARTICLE 16 TERMINATION - RETURN

#### 16.1 Termination for fault

The Agreement may be terminated ipso jure without compensation if either Party fails to fulfil its obligations.

Termination will be effective 30 days after the sending of a registered letter to the defaulting Party, unless the latter remedies its shortcomings or proves a case of force majeure.

Termination does not relieve the defaulting Party of its obligations until such time as the agreement takes effect and does not prevent it from claiming compensation for any damage suffered.

#### 16.2 Returns.

Upon expiry of the Agreement, for whatever reason, the Customer shall return the rented Products to HAWKCELL.

To this end, the Customer undertakes to return the leased Products (in particular, the software and Protocols installed by HAWKCELL) within 30 days of the Agreement End Date or the date of termination of the Agreement.

On expiry of the Agreement, for whatever reason, the Articles intended to apply after such expiry shall remain in force.

### ARTICLE 17 LIABILITIES - INSURANCE AND GUARANTEES.

#### ARTICLE 17-1 LIABILITY AND INSURANCE.

EACH PARTY IS CIVILLY LIABLE IN THE EVENT OF PROVEN FAULT FOR DIRECT DAMAGE RESULTING FROM NON-PERFORMANCE OF THE SERVICES PROVIDED UNDER THE AGREEMENT.

NEVERTHELESS, WITH THE EXCEPTION OF BODILY INJURY OR BREACHES RESULTING FROM AN INTENTIONAL OR WILFUL FAULT ATTRIBUTABLE TO HAWKCELL, THE LIABILITY OF HAWKCELL FOR ITS ERRORS, BREACHES AND/OR NON-EXECUTIONS WITHIN THE FRAMEWORK OF THE PRESENT AGREEMENT SHALL BE LIMITED, IN THE EVENT OF PROVEN FAULT, TO ALL DAMAGES COMBINED, TO THE AMOUNT OF :

- THE AMOUNT OF THE SUMS PAID BY THE CUSTOMER IN RESPECT OF THE LAST TWELVE (12) MONTHS OF ACTUAL USE OF THE SERVICES PRIOR TO THE LOSS;

- THE AMOUNT OF THE PURCHASE VALUE OF THE PRODUCT PURCHASED BY THE CUSTOMER FROM HAWKCELL WHICH DIRECTLY CAUSED THE DAMAGE.

THE CUSTOMER ACCEPTS TO ASSUME THE CONSEQUENCES OF DAMAGES WHICH WOULD EXCEED THE AMOUNT OF THE CEILINGS FIXED ABOVE AND RENOUNCES TO SEEK THE RESPONSIBILITY OF HAWKCELL BEYOND THIS AGREEMENTAL LIMITATION.

THE CUSTOMER ASSUMES ALL RISKS AND RESPONSIBILITY FOR THE RESULTS AND LIVABLES OBTAINED THROUGH THE USE OF ANY PRODUCTS AND SERVICES

IT IS AGREED BETWEEN THE PARTIES THAT THEY SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR

INDIRECT DAMAGE, SUCH AS, IN PARTICULAR, ECONOMIC LOSS (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS, AGREEMENTS, OR LOSS OF BUSINESS OR ANTICIPATED SAVINGS) AND ANY DAMAGE TO IMAGE (NEGATIVE EFFECT ON IMAGE OR DAMAGE TO REPUTATION).

HAWKCELL CANNOT BE HELD LIABLE MORE THAN ONE (1) YEAR AFTER THE CUSTOMER BECAME AWARE OF THE FACTS.

NOTWITHSTANDING THE FOREGOING, THE CUSTOMER SHALL USE ALL ITS MEANS, KNOW-HOW AND PROFESSIONALISM TO MAKE USE OF THE HAWKCELL IMAGING EQUIPMENT, PRODUCTS AND SERVICES IN THE CONTEXT OF THE PRACTICE OF THEIR ART BY THE PRACTITIONER OR PRACTITIONERS ATTACHED TO IT. THE CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE IMPROPER USE OF THE IMAGING EQUIPMENT, PRODUCTS AND SERVICES, WITHOUT HAWKCELL BEING HELD LIABLE IN ANY WAY IN THIS RESPECT.

FOR THE ENTIRE DURATION OF THE AGREEMENT, THE CUSTOMER WILL BE CONSIDERED RESPONSIBLE FOR ANY DETERIORATION OR LOSS AND/OR PARTIAL OR TOTAL DESTRUCTION OF THE IMAGING EQUIPMENT, PRODUCTS AND SERVICES, WHATEVER THE CAUSE OF THE DAMAGE, INCLUDING AN ACT OF GOD OR FORCE MAJEURE.

THE PARTIES DECLARE THAT THEY HAVE TAKEN OUT INSURANCE WITH A SOLVENT INSURANCE COMPANY TO COVER THE PECUNIARY CONSEQUENCES OF THEIR CIVIL AND AGREEMENTAL LIABILITY AND, AT THE REQUEST OF THE OTHER PARTY, UNDERTAKE TO PROVIDE ANY INSURANCE CERTIFICATE PROVING THIS COVER.

THE INSURANCE REFERRED TO IN THIS ARTICLE MUST BE PROVIDED BY COMPANIES THAT ARE KNOWN TO BE SOLVENT AND DULY AUTHORISED TO DO BUSINESS IN FRANCE OR THE EUROPEAN UNION.

THE INSURANCE CERTIFICATE AT THE TIME OF SIGNING THE AGREEMENT IS INCLUDED IN THE QUOTATION.

#### ARTICLE 17.2 GUARANTEES.

##### 17.2. HE WARRANTY AGAINST DEFECTS

THE CUSTOMER BENEFITS FROM THE LEGAL GUARANTEE AGAINST CHECKS UNDER THE CONDITIONS SET OUT IN ARTICLE 1641 ET SEQ. OF THE FRENCH CIVIL CODE.

##### 17.2. B COMMERCIAL GUARANTEE.

THE CUSTOMER BENEFITS FROM A COMMERCIAL WARRANTY ON THE PRODUCTS PURCHASED, INCLUDING THE REPLACEMENT OF DEFECTIVE PARTS AND RELATED LABOUR FOR A PERIOD OF 12 MONTHS.

HAWKCELL SHALL BEAR THE COSTS OF COLLECTING THE DEFECTIVE PARTS FROM THE CUSTOMER AND RETURNING THEM, SUBJECT TO A MAXIMUM OF ONE COLLECTION AND ONE SHIPMENT PER DEFECTIVE PART PER YEAR.

##### 17.2.C EXCLUSION OF THE COMMERCIAL GUARANTEE.

HAWKCELL'S COMMERCIAL WARRANTY DOES NOT APPLY IN THE FOLLOWING CASES:

- DAMAGE CAUSED BY FAILURE TO INSTALL THE PRODUCT IN ACCORDANCE WITH THE DOCUMENTATION;
- DAMAGE CAUSED BY MISUSE OF THE PRODUCT AND/OR USE OF THE PRODUCT THAT DOES NOT COMPLY WITH THE

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INSTRUCTIONS LISTED IN THE DOCUMENTATION;

- DAMAGE CAUSED BY THE INTERVENTION OF A THIRD PARTY ON THE PRODUCT, WITHOUT THE PRIOR WRITTEN AUTHORISATION OF HAWKCELL;

- DAMAGE CAUSED BY UNDERVOLTAGE OR OVERVOLTAGE OF THE PRODUCT.

- IN THE EVENT OF DIRECT OR INDIRECT NEGLIGENCE OR FAILURE TO MAINTAIN THE PRODUCT IN ACCORDANCE WITH THE CONDITIONS OF USE ON THE PART OF THE CUSTOMER.

THIRD-PARTY PRODUCTS THAT MAY BE INCORPORATED INTO THE PRODUCTS.

### ARTICLE 18 FORCE MAJEURE

Neither Party shall be liable or in default for any delay or failure to perform caused by events beyond its control, such as natural disasters, war, government action, embargoes, emergencies, strikes, telecommunications failures or other unforeseen events.

The affected Party must promptly notify the other Party of the event of force majeure, specify the expected duration, and exercise due diligence to minimise the effects. Performance of the obligations will resume as soon as reasonably possible after the end of the event.

### ARTICLE 19 CIRCULATION OF THE AGREEMENT- INTUITU PERSONAE NATURE

The Agreement is concluded intuitu personae with the Customer.

In view of the intuitu personae nature of the Agreement, each of the Parties undertakes not to transfer, for any reason and in any form whatsoever, whether in return for payment or free of charge, the contractor any of their rights and obligations to a third party, or to entrust a third party with the performance of all or part of their contractual obligations, without the prior written agreement of the other Party.

However, these prohibitions may not be set against legal obligations of public order or the prior written authorisation of the Parties.

### ARTICLE 20 COMPLETENESS OF THE AGREEMENT

This Agreement represents the entire agreement between the Parties. It replaces and cancels any previous oral or written undertaking relating to the subject of this Agreement.

### ARTICLE 21 TOLERANCES

Any tolerance or waiver by a Party to apply the undertakings in the Agreement, regardless of the frequency or duration thereof, shall not constitute either a modification of the Agreement or any right whatsoever.

### ARTICLE 22 NULLITY AND INDEPENDENCE OF CLAUSES

The cancellation of one or more clauses of the Agreement shall not affect the other stipulations, unless the general scheme of the Agreement is affected.

If the performance of a clause becomes impossible, the Parties will attempt to create a new similar clause. The other provisions shall remain in force.

If the general structure of the Agreement is fundamentally altered, the Parties may cancel the Agreement in its entirety by written agreement.

### ARTICLE 23 ANTI-CORRUPTION

The Parties declare that they are aware of and comply with

French regulations or any other local regulations on illicit payments, corruption, extortion, influence peddling and money laundering.

The Parties undertake to comply with these regulations and to ensure that their employees and contractors comply with them.

In the event of a conflict of interest or a problem of independence during the performance of the Agreement, the Party concerned will immediately inform the other Party and seek an appropriate solution. If no satisfactory solution is found, the Party concerned may terminate the Agreement immediately, without penalty or compensation due to the other Party.

### ARTICLE 24 ELECTION OF DOMICILE

The Parties elect domicile at the address of their registered office indicated above.

They must notify the other Party of any change of registered office. Failing this, notification to the last known registered office will be deemed to have been validly given.

### ARTICLE 25 APPLICABLE LAW - LANGUAGE OF THE AGREEMENT- SETTLEMENT OF DISPUTES

This Agreement is governed by French law and drafted in French. In the event of a dispute, only the French text shall be deemed authentic. Any dispute shall be referred to the Court of Lyon. The Parties shall attempt to settle their dispute amicably, by mediation or conciliation, without the absence of such attempts rendering a legal claim inadmissible.

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### ANNEXE 1 CYBERSECURITY

#### ARTICLE 1. PURPOSE AND SCOPE

This Appendix describes the technical and organizational measures implemented by HawkCell to ensure the security, confidentiality, integrity, and availability of its cloud-based products, and all associated customer data, including MRI images and related information.

#### ARTICLE 2 DATA TRANSMISSION SECURITY

HawkCell implements industry-standard safeguards to ensure secure data transmission between customer environments and HawkCell's cloud environment:

**-Secure Gateway Integration:** HawkCell's cloud environment is connected to Veterinary customer hospital networks through a dedicated secure gateway installed within the client's infrastructure following completion of all required IT security validations.

**-Firewall Protection:** The gateway is deployed behind client-managed firewalls and operates exclusively under configurations approved by the customer's IT department.

**-Secure VPN Tunnel:** All MRI image transfers between client systems and HawkCell's servers are conducted through encrypted Virtual Private Network (VPN) tunnels to ensure confidentiality and integrity.

**-DICOM Standard Compliance:** All medical image transfers adhere to the DICOM (Digital Imaging and Communications in Medicine) standard via secure DICOM nodes, ensuring interoperability and secure communication.

#### ARTICLE 3 . DATA STORAGE AND PROTECTION

HawkCell applies strict data protection controls for all stored and processed data:

**-Encryption:** All data is encrypted both:

- o **In transit** using TLS protocols (TLS 1.2 or higher), and
- o **At rest** using AES-256 encryption standards.

**-Access Controls:**

- o Role-Based Access Control (RBAC) mechanisms restrict access to authorized personnel only.
- o The principle of least privilege is enforced across all systems.
- o Multi-factor authentication (MFA) is required for access to sensitive systems and administrative environments.

**-Data Retention:**

- o Data is retained in accordance with contractual obligations and client requirements.
- o Secure storage is implemented using cloud infrastructure services with advanced security controls (e.g., AWS S3 with enforced security policies).

**-Data Classification:** All MRI images, **animal health data**, and associated information are classified as sensitive data and handled accordingly.

#### ARTICLE 4. CLOUD INFRASTRUCTURE SECURITY

HawkCell leverages secure cloud infrastructure aligned with industry best practices:

**-Secure Infrastructure :**

Cloud environments are hosted with trusted providers that maintain internationally recognized certifications (e.g., ISO/IEC 27001).

**-Environment Isolation**

HawkCell's Cloud services operate within containerized and sandboxed environments (e.g., Docker, container orchestration platforms such as Elastic Container Service) to ensure logical isolation and prevent data leakage between workloads.

**-Network Security**

Strict network segmentation, firewall rules, and access policies are enforced to limit exposure and reduce attack surfaces.

**-Backup and Disaster Recovery:**

- o Automated, regular backups of data and system configurations are maintained.
- o Disaster recovery procedures are implemented with defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

#### ARTICLE 5. MONITORING, LOGGING, AND INCIDENT RESPONSE

HawkCell ensures continuous oversight of its systems and rapid response to potential threats:

**-ContinuousMonitoring:** Infrastructure and services are monitored 24/7 to detect anomalies, unauthorized access attempts, and system failures.

**-Audit Logging:**

- o Comprehensive logs are maintained for system activity, access events, and data processing.
- o Logs are securely stored and periodically reviewed for suspicious behavior.

**-Incident Response Plan:**

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- o A formal incident response plan is maintained to address cybersecurity incidents, including data breaches and unauthorized access.
- o Incidents are investigated, contained, and remediated in a timely manner.

**-Breach Notification:** Customers will be notified within seventy-two (72) hours of any confirmed data breach affecting their data, where required by applicable law.

### ARTICLE 6. COMPLIANCE AND REGULATORY FRAMEWORK

HawkCell is committed to complying with applicable data protection and cybersecurity regulations, including:

-General Data Protection Regulation (GDPR) (EU) 2016/679 (where applicable)

-HIPAA (where applicable)

-ISO/IEC 27001 principles and controls

-AWS Security and Compliance Framework

-Applicable local veterinary and medical data protection regulations

HawkCell continuously evaluates legal requirements when entering new markets and adapts its security practices accordingly.

### ARTICLE 7. SECURE DEVELOPMENT AND CYBERSECURITY BY DESIGN

HawkCell integrates security throughout the software development lifecycle:

**-Secure Development Practices:**

Development processes align with recognized standards, including ISO 27001 (where applicable).

**-Security Measures Include:**

- o Encryption by default
- o Role-based and rule-based access controls
- o Static code analysis and vulnerability scanning
- o Regular threat modeling
- o Comprehensive audit trails and logging

**-AI-Specific Risk Management:** Risk management practices, based on ISO 27001, address potential risks related to AI-based image processing, including:

- o Image artifacts
- o Loss of diagnostic information
- o Incorrect enhancement outputs
- o Mitigation strategies include validation procedures, performance monitoring, and fail-safe mechanisms.

### ARTICLE 8. RISK MANAGEMENT AND SECURITY TESTING

HawkCell maintains a proactive risk management program:

-Regular vulnerability assessments and penetration testing

-Continuous review of threats and mitigation strategies

-Documentation and tracking of identified risks

-Ongoing improvement of security controls

### ARTICLE 9. ROLES AND RESPONSIBILITIES

**Executive Team:** Ensures adequate resources and strategic prioritization of information security.

**Information Security Officer:** Oversees implementation, monitoring, and continuous improvement of security policies and procedures.

**IT Department:** Maintains secure infrastructure, performs security assessments, and enforces controls.

**Employees and Contractors:** Must comply with all security policies and promptly report incidents or vulnerabilities.

### ARTICLE 10. THIRD-PARTY RISK MANAGEMENT

-HawkCell ensures that all third-party service providers:

-Meet strict security and compliance requirements

-Are subject to regular risk assessments

-Operate under binding Data Processing Agreements (DPAs)

-Adhere to equivalent data protection and cybersecurity standards

### ARTICLE 11. EMPLOYEE TRAINING AND AWARENESS

HawkCell maintains a strong security culture through:

-Regular mandatory training on cybersecurity, data protection, and privacy

-Awareness programs on phishing, social engineering, and cyber threats

-Enforcement of best practices, including strong password policies and MFA usage

### ARTICLE 12. INFORMATION SECURITY OBJECTIVES

HawkCell's key information security objectives include:

-Ensuring the confidentiality, integrity, and availability of all customer data

-Preventing unauthorized access, alteration, or destruction of

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data

-Maintaining compliance with applicable legal and regulatory requirements

-Preventing cyber threats through proactive security measures

-Continuously improving security practices and controls

-Ensuring all personnel are trained and aware of security obligations

### **ARTICLE 13. AUDITS, REVIEW, AND CONTINUOUS IMPROVEMENT**

-Regular internal and external security audits are conducted.