

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

## HawkCell

**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 € 48 744,00, whose registered office is at registered office is at 28 RUE JOANNES CARRET, 69009 LYON, France, 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 person or legal entity having signed the Quotation (hereinafter referred to as the "**Customer**").

### ARTICLE 1 : DEFINITIONS

"**Anomalies**" means any reproducible malfunction attributable to all or part of the Products and Services". **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, formulas, 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. "**General Conditions for the Supply of Products and Services**" means the present document which has been freely negotiated between the Parties, it being specified that any derogatory or additional clauses accepted by the Parties shall be inserted in the Quotation or special conditions. "**Quotation**" means the document, the quotation, the order, specifying in particular the identity of the Client and of HAWKCELL, the nature of the Products and Services supplied by HAWKCELL to the Client as well as the associated technical, financial and calendar conditions, signed between HAWKCELL and the Client. "**Agreement**" means the set of contractual documents referred to in Article 3 hereof, the purpose of which is to define the conditions governing the supply of Products and Services between HAWKCELL and the Client. **Data** means the data and information processed under the Agreement through the Services, including any personal information protected under any applicable laws and regulations relating to the processing of personal information." **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." **Deliverables** means the process and results of the services to be provided by HAWKCELL under this Agreement. I.e. the supply of images optimized for the performance of examinations in veterinary medicine. "**Law**" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order or other requirement or rule of law of any governmental authority. "**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. "**Government Order**" any order, deed, judgment, injunction, decree, stipulation, award or

determination made by or on behalf of any governmental authority. "**Protocol**" means a library of proprietary animal dedicated imaging sequence protocols developed by HAWKCELL

defined and detailed in the Quotation. "**HAWKCELL Products or Services**" means the Products and Services defined and detailed in the Quotation. "**Incident Resolution**" means the resolution of an application incident 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 AGREEMENT

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: CONTRACUTALS DOCUMENTS

The Agreement includes, in order of priority

- a) The Quotation ;
- b) These General Terms and Conditions ; and Appendix.
- c) 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 Client, accepted by HAWKCELL, may change the delivery time or the amount of the order.

### ARTICLE 4 : VALIDITY OF OFFER/QUOTATION - CONTRACT FORMATION

Unless otherwise specified in the Quotation ,All Quotations are valid for 30 days from their issue by HAWKCELL. The Agreement is formed when the Quotation is signed 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 RECEIPT OF PRODUCTS

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### 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 Client 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 Client 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 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 Client 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. When the Product is supplied to the Customer on hire,

the latter is obliged to take out an insurance policy covering his civil liability on the one hand, and an insurance policy against all risks likely to affect the Products on the other.

The Customer undertakes to maintain this cover for the entire duration of the Agreement. The insurance referred to in this article must be provided by companies that are known to be solvent and duly authorized to carry on business in the United States.

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 Installation and effective development of HAWKCELL Products and Services".

### ARTICLE 6: EFFECTIVE IMPLEMENTATION AND DEPLOYMENT OF PRODUCTS AND SERVICES PROVIDED BY HAWKCELL

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

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

The Customer undertakes to provide all the cooperation and Data required for the effective deployment of the Products and Services within the agreed timeframes to facilitate this process.

The deployment period will begin within 15 days of the date of delivery of the Products and implementation of the Services to the Customer, and will continue until both Parties agree, within 15 days of the start of the effective deployment 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 implementation 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.

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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 timeframe, the Parties agree to negotiate in good faith corrective measures 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. (US) Eastern Time.

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 :

- a) 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.
- b) 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:

- a) either through tutorials, email, or WhatsApp messages ,
- b) remote control of the Customer's workstation,
- c) the implementation of a bypass solution,
- d) 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 Client reasonable notice of such an operation.

#### 7.4 Limits to Maintenance Services

The following incidents are excluded from maintenance services:

- a) Technical problems with the contractor's imaging equipment (maintenance agreement) ;
- b) Non-compliant use of Products and Services by the Customer ;
- c) Refusal of the Client to collaborate with HAWKCELL to resolve the Anomalies ;
- d) Loss of Data not attributable to HAWKCELL ;
- e) Negligence or handling errors by users ;
- f) Software viruses affecting the Client's information system, despite the antivirus software used by HAWKCELL;
- g) Faults due to a third-party product ;
- h) Changes to the Customer's communication networks ;
- i) Problems encountered with the anesthesia equipment used by the Customer to anesthetize animals in the MRI.

### ARTICLE 8: RETENTION OF TITLE AND TRANSFER OF PRODUCT RISK

#### 8.1 Reservation of Title

Ownership and risk of loss of the Products shall pass to the Customer upon receipt by the latter of full payment of the prices indicated in the Special Conditions. In the event of non-payment, the Products will remain the property of HAWKCELL.

Title shall remain with HAWKCELL in respect of all Products until the date on which the price of the Products has been paid in full.

The Customer undertakes to bring this retention of title clause to the attention of all persons to whom it may be useful or necessary to do so in order to preserve its full effect and the interests of HAWKCELL.

The exercise by HAWKCELL of the right to claim the Products pursuant to this clause shall automatically result in the termination of the Agreement pursuant to "ARTICLE 16 TERMINATION - RESTITUTION".

#### 8.2 Risks off Loss

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

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### ARTICLE 9 : TARIFFS

Hawkcell's and the Customer's respective Tariffs are set out in the Quotation.

In any event, the Parties agree that the annual increase in Tariffs may not exceed three percent (4%) of the tariffs in force, irrespective of the CPI-U index published by the US [Bureau of Labor Statistics](#) (BLS).

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

The Customer shall pay directly all taxes and duties 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 licenses, taxes, duties and other then-applicable and future taxes or contributions.

The Customer is obliged to comply with all applicable laws and regulations relating to tax inspections.

### ARTICLE 10 : AUDIT

HAWKCELL is authorized to audit the Client in order to verify the Client'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 shall inform the Client 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:

- a) Verification that the HAWKCELL Protocols are not distributed or transmitted to third parties.
- b) 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 Client. The report will be subject to joint review by HAWKCELL and the Client.

### 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 authorization, except to its employees or subcontractors required to perform the Agreement, who must respect confidentiality.

The confidentiality obligations do not apply to Confidential Information which :

- a) have been obtained in good faith prior to acceptance ;
- b) are in the public domain through no fault of the beneficiary party;
- c) have been acquired from a third party authorized to disclose them ;
- d) are drawn up independently by the Beneficiary Party;
- e) are approved for disclosure in writing;
- f) 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

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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 Client 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 Client 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 HAWKCELL's express authorization. As this is an essential obligation of the Agreement, in the event of a breach of this clause by the Client, HAWKCELL 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 Client acknowledges co-ownership of the MRI/CT/ CBCT images.

The Parties may use, transfer, assign, lease or sublease the Deliverables without the formal authorization 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 to HAWKCELL's Proprietary Knowledge;
- b) challenge any right, title or interest of HAWKCELL in HAWKCELL's Proprietary Information;
- c) make any claim or take any action adverse to HAWKCELL's ownership of HAWKCELL's Proprietary Knowledge;
- d) register or apply for registration, anywhere in the world, of HAWKCELL's trademarks or any other trademark similar to HAWKCELL's trademarks or which incorporates HAWKCELL's trademarks;
- e) to use any brand, anywhere, that is confusingly similar to HAWKCELL's brands;
- f) engage in any action that tends to denigrate, dilute the value of, or give a negative image of the Products or Services or any HAWKCELL trademark;
- g) misappropriate one of HAWKCELL's trademarks for use as a domain name without HAWKCELL's prior written consent; or
- h) alter, obscure or delete any HAWKCELL marks, 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

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.

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:

- a) 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;
- b) provide state-of-the-art protection measures for Customer Data;
- c) 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 Client 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 Client as soon as possible, and will comply with any instructions issued by the Client.

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

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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 Client'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

In order to gain access to the Client'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 Client's information system, which must be communicated to HAWKCELL in writing prior to the signing of the Agreement.

HAWKCELL is authorized by the Client to access the Client'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: PRIVACY.

Each Party shall be responsible for the processing of personally identifiable information collected and exchanged in the course of the performance of this Agreement.

In particular, Hawkcell shall be solely responsible for the processing of personally identifiable information that it carries out in connection with the maintenance and support of its Products and Services.

Each Party shall ensure that it only collects personally identifiable information that is strictly necessary for the purposes for which it is processed.

Personally identifiable information must only be kept for the time required to carry out the operations for which it was collected and in compliance with then-current applicable laws and regulations.

In the event of termination or expiration of the Agreement for any reason whatsoever, Hawkcell undertakes to delete any personally identifiable information collected in connection with the performance of this Agreement.

Data subjects shall receive, from the Party collecting any personally identifiable information about them, the required privacy notice at the time of collection of the data, in connection with any use of such information.

In accordance with applicable Laws, individuals concerned by the processing of their personal Data have the right to object on legitimate grounds, and to access and rectify their personal Data. They also have the right to have their personal Data erased if it is not required for the performance of this Agreement, to have the processing of their personal Data limited and, if applicable, to have their personal Data ported to a third-party service provider.

To exercise these rights, the individuals concerned may contact each of the data controllers (enclosing a copy of a valid ID), using the following contact details:

- For Hawkcell: at 28 RUE JOANNES CARRET, 69009 LYON or the following e-mail address [dpo@Hawkcell.com](mailto:dpo@Hawkcell.com)

- For the Customer: the address shown in the Quotation or special conditions.

### ARTICLE 15 : COMMUNICATIONS

The Client authorizes HAWKCELL to communicate publicly on the Agreement and to :

- a) take part in interviews and video testimonials.
- b) receive prospective customers of HAWKCELL on its premises;
- c) 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 fulfill its obligations.

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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 Client shall return the rented Products to HAWKCELL.

To this end, the Client 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

### SECTION 17-1 LIABILITY AND INSURANCE

IN NO EVENT SHALL HAWKCELL BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, **LOSS OF DATA** OR DIMINUTION IN VALUE, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF THIS AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HAWKCELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.(b)IN NO EVENT SHALL HAWKCELL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BY REASON OF BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED **THE** TOTAL AMOUNTS PAID TO HAWKCELL FOR PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.(c)WITHOUT LIMITTING THE GENERALITY OF THE FOREGOING, THE CUSTOMER ASSUMES ALL RISK AND RESPONSIBILITY FOR THE RESULTS OBTAINED FROM THE USE OF ANY PRODUCT OR SERVICE IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, OVERALL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY HAWKCELL, WHETHER BY WAY OF TECHNICAL ADVICE OR OTHERWISE, REGARDING

THE USE OF THE PRODUCTS.(d)The limitation of liability set forth in Section 17.1(b) shall not apply to (i) liability arising from gross negligence or wilful misconduct of HAWKCELL and (ii) death or personal injury resulting from acts or omissions of HAWKCELL.(e) During the term of this Agreement, each party shall, at its own expense, maintain and procure insurance in force which includes, but is not limited to, general liability insurance (including product liability) in an amount at least equal to that stated in the Special Conditions, with financially sound and reputable insurers. At HAWKCELL's request, the Client shall provide HAWKCELL with a certificate of insurance from the Client's insurer attesting to the insurance coverage specified in these Terms and Conditions. The Client shall provide HAWKCELL with 30 days' prior written notice of any cancellation or material change to the Client's insurance policy. Unless prohibited by law, the Client shall request its insurer to waive any right of subrogation against HAWKCELL's and HAWKCELL's insurers.

### SECTION 17.2 LIMITED WARRANTY

(a) HAWKCELL warrants to Customer that, for a period of 12 months from the date of shipment of the Products ("Warranty Period"), the Products will materially conform to [the specifications set forth in Exhibit A to HAWKCELL's published specifications in effect on the date of [manufacture/shipment]] [[and] will be free from [material] manufacturing defects]. [[and] will be free from [material] manufacturing defects]. [(b) EXCEPT FOR THE PRODUCT WARRANTIES PROVIDED FOR IN SECTION 17.2(a), HAWKCELL MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE ; OR (d) WARRANTY AGAINST INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, WHETHER EXPRESS OR IMPLIED BY LAW, AGREEMENT, PERFORMANCE, TRADE OR OTHERWISE.

(d) HAWKCELL warrants to the Customer that it will provide the Services using personnel with the requisite skills, experience, qualifications and professionalism in accordance with generally accepted industry standards for similar services and that it will devote sufficient resources to fulfil its obligations under this Agreement.

(e) EXCEPT FOR THE WARRANTIES RELATING TO THE SERVICES MENTIONED IN SECTION 17.2(c), HAWKCELL MAKES NO WARRANTY RELATING TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED.

(f) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged with the Products. Third Party Products are not covered by the warranty in Section 17.2(a). For the avoidance of doubt, HAWKCELL MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF

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MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESSED OR IMPLIED BY LAW, TRADE, PERFORMANCE, TRADE USES, OR OTHERWISE. (f) HAWKCELL shall not be liable for any breach of the warranties set forth in Section 17.2(a) or Section 17.2(c). Section 17.2(c) unless: (i) the Customer notifies HAWKCELL in writing of the defective or non-conforming products or services, as the case may be, reasonably described, within [8] days from the time the Customer discovers or should have discovered the defect; (ii) if applicable, HAWKCELL is given a reasonable opportunity, after receiving notice of breach of warranty set forth in Section 17.2(a) to examine such products and for the Customer (if requested by HAWKCELL) to return such products to HAWKCELL's registered office, at HAWKCELL's expense, for examination; and (iii) HAWKCELL reasonably verifies the Customer's claim that the products or services are defective or non-conforming. (g) HAWKCELL shall not be liable for any breach of the warranty set out in Section 17.2(a). Section 17.2(a) if: (i) the Customer continues to use such Products after giving such notice; (ii) the defect is due to the Customer's failure to follow HAWKCELL's oral or written instructions regarding the storage, installation, commissioning, use or maintenance of the Products; or (iii) the Customer modifies or repairs such Products without HAWKCELL's prior written consent. (h) Subject to Section 17.2(f) and Section 17.2(g) above, in respect of such Products during the Warranty Period, HAWKCELL will, at its sole discretion, either (i) repair or replace such Products (or the defective part), or (ii) credit or refund the price of such Products at the pro rata Agreement Rate, provided that, if requested by HAWKCELL, the Customer returns such Products to HAWKCELL, at HAWKCELL's expense, subject to one collection and despatch per year per defective part. (i) Subject to Section 17.2(f) above, with respect to Services that are the subject of a warranty claim set forth in Section 17.2(c) HAWKCELL shall, at its sole option, either (i) repair or re-perform the relevant Services or (ii) credit or refund the price of such Services on a pro rata basis of the contractual fee.

(j) THE REMEDIES PROVIDED FOR IN SECTION 17.2(h) AND SECTION 19.2(i) ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND HAWKCELL'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 17.2(a). SECTION 17.2(a) AND SECTION 17.2(c) RESPECTIVELY

### ARTICLE 18 : FORCE MAJEURE

Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to HAWKCELL hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the control of the impacted Party's ("Impacted Party"), including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or

acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the control of the Impacted Party.

The Impacted Party shall give prompt notice of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

### ARTICLE 19 : ASSIGNEMENT.

Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. HAWKCELL may assign any of its rights or delegate any of its obligations to any Affiliate or to any Person acquiring all or substantially all of HAWKCELL's assets. Any purported assignment or delegation in violation of this Article is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns

### ARTICLE 20 : ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Customer acknowledges that except for the limited product warranty contained in Section 17.2(a), neither HAWKCELL nor any other Person has made or makes any express or implied representation or warranty, either written or oral, on behalf of HAWKCELL, including any representation or warranty arising from statute or otherwise in law.

### 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.

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### ARTICLE 22 : NULLITY AND INDEPENDENCE OF CLAUSES

The annulment 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 : 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 24 : COMPLIANCE WITH THE LAW

The Customer shall comply with all applicable Laws. The Customer shall maintain in force all licenses, permissions, consents, and permits required to perform its obligations under this Agreement. The Customer shall comply with all export and import laws of all countries involved in the sale of the Products and Services under this Agreement or any resale of the Products and Services by the Customer. The Customer assumes full responsibility for shipments of Products and Services requiring governmental import authorization. HAWKCELL may terminate this Agreement if any governmental authority imposes anti-dumping or countervailing duties or any other duties or penalties on the Products and Services.

Both Parties shall comply with all applicable anti-bribery laws and regulations, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"). Neither of the Parties, nor any of their respective affiliates, directors, employees, agents, service providers, suppliers and licensors have:

(a) used company funds for an illegal contribution, gift, entertainment or any other illegal expenditure in connection with political activity or to influence official action;

(b) has made a direct or indirect illegal payment to an official or employee of a foreign or national government from the company's funds;

(c) paid a bribe, kickback, influence payment, kickback or any other illegal payment; or

(d) has failed to make full disclosure of any contribution or payment made by it (or by any person acting on its behalf of which it has knowledge) which is in breach of the FCPA.

Without limiting the generality of the foregoing, each party shall, and shall cause its Affiliates and their respective directors, employees, agents, service providers, suppliers and licensors to, comply with all applicable anti-bribery laws and regulations, including without limitation the FCPA, including maintaining and complying with all policies and procedures designed to ensure compliance with such laws and regulations.

### ARTICLE 25: NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth at the beginning of this Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section

### ARTICLE 26 : APPLICABLE LAW - LANGUAGE OF THE AGREEMENT - SETTLEMENT OF DISPUTES

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of [New York], without giving effect to any choice or conflict of law rules or provisions (whether of the State of [New York] or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of [New York]. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the federal courts of the United States of America or the courts of the State of [New York], located in the City of [New York] and the County of [New York], and each party irrevocably submits to the exclusive jurisdiction of such courts in connection with any such suit, action or proceeding. Each party agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by action upon the judgment or as otherwise provided by law.

The Parties shall endeavour to settle their dispute amicably and may organize mediation or conciliation before any action is brought before a court, although the absence of such mediation

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or conciliation shall not be a ground for inadmissibility of the claim brought before a court.

### **ARTICLE 27 SURVIVAL; STATUTE OF LIMITATIONS**

Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of [12] months after such expiration or termination; and (b) any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of [12] months after such expiration or termination. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement. Notwithstanding any right under any applicable statute of limitations to bring a claim, no Action based upon or arising in any way out of this Agreement may be brought by either Party after the expiration of the applicable survival or other period set forth in this Article 27 and the Parties waive the right to file any such Action after the expiration of the applicable survival or other period; provided, however, that the foregoing waiver and limitation do not apply to the collection of any amounts due to HAWKCELL under this Agreement

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### APPENDIX 1

### CYBERSECURITY

#### -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:

#### 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:

**-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.

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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

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- Preventing unauthorized access, alteration, or destruction of 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.
- Security measures are continuously reviewed and enhanced.
- Feedback from stakeholders and audit findings are incorporated into improvements.

### **ARTICLE 14. POLICY REVIEW**

This Appendix and associated security measures are reviewed at least annually and updated as necessary to reflect evolving threats, technologies, and regulatory requirements.

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**Hawkcell**