

## END OF LIFE AND END OF GUARANTEED SUPPORT POLICY

### 1. End of Life and End of Guaranteed Support Policy – General

Elekta uses 3 distinct Lifecycle Categories for products that have either been superseded by a newer model or have reached the limit of their declared service life.

The 3 Lifecycle Categories are as follows:

**i. End of Sales:** is the date after which the product will be removed from the Sales Catalogue

- Elekta will no longer market or offer the product for general sale.
- Elekta will no longer develop new features or functionality for this product.
- Education and training will still be available for the product.
- Elekta will discontinue the manufacture of this product, but will continue to make available stocks of spare parts for repairs of the product under its existing maintenance and support agreements with Customers until End of Guaranteed Support is announced.

**ii. End of Guaranteed Support:** is the date after which Elekta will be unable to guarantee normal servicing of hardware or software products (hereinafter, the "Product(s)").

- Elekta's obligation under its maintenance and support agreements may be subject to the limited availability of parts and knowledge and this may affect Elekta's ability to provide solutions in a timely manner. Uptime guarantees under the maintenance and support agreement for the product will cease.
- Where the hardware or software product or component part forms part of a larger host system, Elekta will continue to provide maintenance and support for the host system, however, Elekta will not be responsible for any downtime of the host system as a result of a failure of any hardware or software product or component part that is subject to an End of Guaranteed Support Notice.
- In the event that Elekta is unable to supply replacement parts after End of Guaranteed Support, circumstances may exist where, following a failure, Elekta is not able to restore the product to operation. The only course of action would then be for Customer to purchase an upgrade to restore the system functionality.
- Safety investigations, notifications and fixes will continue.
- Customers may continue to use systems at End of Guaranteed Support but in doing so acknowledge that there is an increased risk of extended or even permanent downtime following a failure.

**iii. End of Life** is the date after which Elekta will no longer support the Product, component or part, as applicable. The maximum expected service life of the Product is available upon request and is subject to dependencies including the performance of extended life checks as necessary.

- Elekta will typically release an End of Life Notice no less than 12 months after the date of End of Guaranteed Support, however there may be circumstances where this date is reached earlier.
- From the date of End of Life, Elekta shall not:

- Enter into any maintenance and support agreements or any other contractual relationship with respect to products at End of Life.
  - Provide spare parts, technical support, training or other fixes relating to the product.
- Where the hardware or software product or component part forms part of a larger host system, Elekta will continue to provide maintenance and support for the host system, however, Elekta will not be responsible for any downtime of the host system as a result of a failure of any hardware or software product or component part that is subject to an End of Life Notice.
  - Should the hardware or software product fail following the declared End of Life date, Elekta will only provide a solution based on Customer's upgrade to a currently supported platform at the Customer's expense.
  - Customer's continued use of a product after End of Life is at Customer's own risk and Customer acknowledges that there is a significant risk of permanent downtime following a failure.
  - Elekta will continue to investigate potential safety issues and may from time to time issue safety notices. Elekta will, however, no longer develop, or resolve issues with hardware or software product or component parts which are at End of Life.

### 2. End of Life and End of Guaranteed Support Policy – Linac Specific Additional Terms

For linacs, the following section will apply instead of section 1(iii) as defined above:

**iii. End of Life** is the date after which Elekta will no longer support the Product, component or part, as applicable. The maximum expected service life of the Product is typically 15 years of normal use however this timeframe is subject to dependencies including the performance of extended life checks following 10 years from Acceptance (CAT).

The Elekta definition for 'expected service life' is the length of time that the regular service and repair procedures can keep the equipment safe to operate.

The Elekta definition of 'normal use' is the treatment of 50 patients each day for five days each week of the year.

- Elekta will typically release an End of Life Notice following the date of End of Guaranteed Support.
- From the date of End of Life, Elekta shall not:
  - Enter into any maintenance and support agreements or any other contractual relationship with respect to Elekta Products, component or part at End of Life unless otherwise agreed in writing by Elekta.
  - Provide spare parts, technical support, training or other fixes relating to the product unless otherwise agreed in writing by Elekta.
- Where the component or part forms part of an Elekta Product, Elekta will continue to provide maintenance and support for the host system, however, Elekta will not be responsible for any downtime of the Elekta Product as a result of a failure of any component or part that is subject to an End of Life Notice.

- In the event of the above, should the Elekta Product fail following the declared End of Life date, Elekta will only provide a solution based on Customer's upgrade to a currently supported platform at the Customer's expense.
- Customer's continued use of an Elekta Product, component or part after End of Life is at Customer's own risk and Customer acknowledges that there is a significant risk of permanent downtime following a failure.
- Elekta will continue to investigate potential safety issues raised by Customer and will issue safety notices to Customers as applicable. Elekta will, however, no longer develop, or resolve issues with Elekta Products, components or parts which are at End of Life.

With the exception of End of Sales, Elekta will construct a lifecycle announcement to formally declare the End of Guaranteed Support or End of Life date and to clarify the implications to any affected customer or end user.

The lifecycle announcements will be issued to affected customers with as much notice as possible before the declared dates take effect. This notice period will typically be 12 months but cannot be guaranteed.

With regards to customers in Elekta's distributor markets, the lifecycle announcements will be issued to the Elekta distributor who will then be responsible for onward communication to the customer or end user.

### **3. Responsibilities Related to the Handling of SF6 Gas**

For linacs, the following section will apply in relation to SF6 Gas Disposal:

In accordance with current legislation and Elekta's policies on the safe removal of SF6 gas, Elekta will facilitate the safe removal of SF6 gas from its customers' linear accelerators. The SF6 gas will be contained in approved storage containers as required by all applicable local and international regulations prior to disposal.

Once the SF6 gas is appropriately stored in the approved container by Elekta, it is the Customer's responsibility to arrange for the disposal of the SF6 gas in accordance with all applicable local and international regulations.

Upon mutual written agreement and subject to the applicable territory, Elekta may help facilitate the disposal of SF6 gas.