

**ELEKTA STANDARD TERMS AND CONDITIONS OF SALE**

**1. SERVICES** Supplier will provide Customer with Services as specified in the Scope of Supply subject to the payment of the Service Fee and the terms and conditions set forth within this Annex.

**2. TERM AND TERMINATION.** The Services will begin as indicated in the Cover Page and end on the last day of the period specified in the Scope of Supply. If the Scope of Supply does not specify a term, the initial Services term will be one (1) year. After the initial one-year term, the Supplier will continue to provide Services to the Customer annually, contingent upon the Customer's advance payment of the current Service Fee. In these circumstances, both the Supplier's obligation to provide Services and the Customer's obligation to pay Service Fees will automatically renew each year on the anniversary of Hardware or Software acceptance. Either Party may terminate the renewal of services by giving at least thirty (30) days' written notice prior to the relevant renewal date.

**3. EXCLUSIONS FROM SERVICES.** Services exclude, without limitation, any of the following: (a) labor and replacement parts resulting from accident, abuse, neglect, improper use, failure of electrical power, air-conditioning, humidity control, unusual physical or electrical stress, extreme operating conditions or unreasonable operating procedures; (b) operating supplies, consumables, or accessories not provided by Supplier; (c) painting or refinishing of the Hardware, or providing materials for this purpose; (d) electrical work outside of the Products; (e) Services not specifically listed in the Scope of Supply; or (f) Services for any Hardware or Software that has been modified, altered, added to, moved, installed, reinstalled or improperly serviced by anyone other than Supplier or its authorized representative. If Supplier needs to remove any Products for repair or replacement, Customer will be responsible for all costs and expenses associated with such removal (including the costs and expenses of any required physical alterations to the Site).

**4. ACCESS.** Customer shall promptly provide Supplier with access to all facilities, the Products, performance and maintenance records, supervisor security rights or access to remote diagnostics to access the Products and provide information, assistance and materials that Supplier may request from time to time to facilitate the proper and timely performance of the Services. Customer shall timely procure appropriate licenses and/or permits necessary for Supplier to perform the Services. Customer shall be responsible for the adherence of its personnel and its

contractors with all applicable health and safety requirements, relating to the Services.

**5. CUSTOMER'S DUTIES.** Customer shall: (a) maintain proper environmental conditions at the Site, perform routine maintenance or make arrangements to have routine maintenance done and maintain reasonable standards of quality control, operations, procedures, safety testing and inspection of the Products; (b) not abuse the Products or subject the Products to unusual stress, extreme operating conditions or unreasonable operating procedures; (c) not attempt to repair, or cause another to repair, the Products; (d) promptly notify Supplier of any defect, failure, or errors that occur during the term of this Agreement; and (e) abide by Supplier's documentation, as updated from time to time, for the Products.

**6. SERVICE WARRANTY.** Subject to the terms of the Agreement, Supplier warrants to Customer that the Services will be carried out in a competent and professional manner and with reasonable care and skill. Except as otherwise set forth in this Agreement, (a) replacement parts installed outside of the original Supplier-issued warranty will be covered by a 90-day parts-only warranty; (b) Supplier reserves the right to replace any spare parts with new, modified, or refurbished parts of substantially equivalent quality; and (c) at Supplier's option, any defective part replaced during the Services will be the property of Supplier. If Supplier is unable, after reasonable effort, to perform Services in accordance with this warranty, then either Party may terminate the Services for the affected Product, in which case Supplier shall refund a pro rata portion of the Service Fee. Such termination shall be Customer's exclusive remedy and Supplier's sole liability in connection with this warranty. **THE LIMITED WARRANTY PROVIDED IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES. ALL IMPLIED WARRANTIES RELATING TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. SUPPLIER DOES NOT WARRANT ANY PARTICULAR RESULTS.**

**7. NEW SOFTWARE PRODUCTS.** New software products are not included in the Services and will be offered by Supplier to Customer at Supplier's then-current published prices and on such other terms and conditions as are acceptable to Supplier.