

ELEKTA TERMS AND CONDITIONS OF SALE FOR REGISTRY INFORMATICS SOFTWARE SERVICES

1. SCOPE. These Terms and Conditions of Sale for Registry Informatics Software Services, including the Cover Page, Scope of Supply and any and all exhibits (the "Agreement"), shall govern the sale and licensing of the Services (as defined herein) by Supplier. Any additional, different or conflicting terms contained in Customer's request for proposal, specifications, purchase order or any other written or oral communication from Customer shall not be binding in any way on Supplier. Supplier's failure to object to any such additional, different or conflicting terms shall not operate as a waiver of any terms in this Agreement.

2. DEFINITIONS. The following terms used in this Agreement shall have the meaning set forth as follows:

"Acceptance" means Customer's acceptance of the Software and Cloud Services, in accordance with the terms of Section 7 herein.

"Affiliate(s)" means, with reference to a specified person or entity, any person/entity that directly or indirectly controls or is controlled by or is under common control with the specified person/entity. The term "control" means the direct or indirect ownership of a majority of the outstanding voting securities of a corporate entity.

"Authorized Users" means those employees, contractors, and end users, as applicable, authorized by Customer or on Customer's behalf to use the Software or access the Cloud Services in accordance with this Agreement.

"Cloud Services" means the Elekta Axis Cloud Solutions services or third party cloud solutions listed in the Scope of Supply and further described in the Service Specifications and/or other ancillary documentation provided by Supplier.

"Cloud Services Environment" refers to the combination of hardware and software components owned, licensed or managed by Supplier to which Supplier grants the Customer access to as part of the Cloud Services. As applicable and subject to the terms of this Agreement, the Content may be hosted in the Cloud Services Environment.

"Confidential Information" means collectively and individually all or any information of whatsoever nature whether oral, written or in electronic form relating to a Party's business, technology, customers, operations, processes, plans or intentions, market opportunities, pricing, product information, know-how, designs, trade secrets or software together with all records or copies thereof or extracts therefrom in whatever media held by the Recipient, and/or information which is by its nature confidential or which the other Party advises the recipient is confidential. Information will be deemed confidential whether it is identified or marked as such at the time of disclosure.

"Content" means all text, files, images, graphics, illustrations, information, data (including Personal Data and Sensitive Personal Data as defined in a data privacy agreement attached to or referenced within this Agreement), audio, video, photographs and other content and material, in any format, provided by Customer or the Authorized Users that reside in, or run on or through, the Cloud Services Environment.

"Cover Page" means the document issued by Supplier containing Supplier's offer to the Customer, to which these terms and all other applicable exhibits are attached.

"Data Region" refers to the United States of America, where the Elekta Cloud Environment and Content is physically located.

"Documentation" means the Software documentation that Supplier makes available to Customer, which are incorporated herein by reference.

"Effective Date" means the date of the last signature on the Cover Page unless a specific Effective Date is otherwise stated.

"End-User" means the entity using the Software at the Site (as defined on the Cover Page).

"Lost Profit" means the Price, minus any amounts already paid by the Customer to Supplier, minus the total costs that would have been incurred by Supplier and its Affiliates in performing the Services and which Supplier and its Affiliates can reasonably avoid.

"Term" means the period of time for which the Services are purchased or licensed as described in the Scope of Supply and/or Cover Page.

"Scope of Supply" means the scope of supply attached to the Cover Page as an exhibit, specifying the Services being purchased/licensed.

"Service Fee" means Supplier's price for the Services, as specified on the Cover Page and as adjusted pursuant to Section 3 of these terms.

"Services" means, collectively, the Software, the Cloud Services, and related maintenance and support services listed in the Scope of Supply.

"Service Specifications" means the descriptions provided by Supplier, applicable to the Software and Cloud Services, including any Elekta Cloud Policies (e.g., support, delivery and security policies), service level agreements and descriptions in the Scope of Supply.

"Software" means the Registry Informatics Software listed on the Cover Page and identified in more detail on the Scope of Supply.

3. SERVICE FEE, PAYMENT TERMS AND TERM. The Service Fee for the first year of the Term shall be due and payable thirty (30) days from the Effective Date. The Service Fee for subsequent years of the Term shall be due annually on each anniversary of Acceptance, except as otherwise provided for in the Cover Page. Professional Services, if any, shall be due as specified in the Cover Page. Any stated Service Fee is net and excludes any costs, taxes and duties. Customer shall be solely responsible for any costs, taxes and duties payable in connection with Customer's purchase, unless Customer has provided Supplier with valid tax exemption documentation. The Customer shall not be entitled to deduct, withhold or set off any amounts owed by the Supplier. Past due balances shall bear interest at a rate of 1.5 percent per month, but not to exceed the maximum amount permitted by applicable law. Supplier reserves the right to increase the Service Fee yearly by the lower of 5% or the percentage change in the Annual Consumer Price Index (CPI), as issued by the U.S. Bureau of Labor Statistics (All Urban Consumers, US Cities Average, Not Seasonally Adjusted) on or after the first anniversary of the Effective Date.

4. CUSTOMER'S DEFAULT. If a payment is more than thirty (30) days past due, then Supplier may give Customer written notice of such failure and Supplier may suspend all performance under this Agreement without liability toward Customer. Except for Service Fees that Customer reasonably and in good faith disputes in writing, if a payment is more than sixty (60) days past due and Supplier has provided at least thirty (30) days' written notice to Customer, Supplier may terminate the Agreement or any portion thereof by giving written notice of termination that will be effective as of the date

of such termination notice. In the event Supplier terminates the Agreement due to Customer's breach, Supplier shall be entitled, without prejudice to its other rights and remedies, to recover from Customer the Lost Profits and all reasonable costs incurred in the recovery thereof.

5. LICENSE GRANT AND RENEWAL. Subject to the terms and conditions set forth herein, and payment of the Service Fee, Supplier hereby grants to Customer, and Customer hereby accepts from Supplier, a nonexclusive, nontransferable, non-assignable, limited license to use the Software as a cloud-based solution (as specified in the Specification(s) or Documentation) for internal purposes in accordance with this Agreement for the Term only. Customer shall not market, sublicense, distribute, permit timeshare to the Software. Nothing contained in this Agreement gives Customer any rights to new or different computer programs developed by Supplier or its Affiliates. The Software is licensed to Customer, not sold; no title to or other ownership interest in the Software passes to Customer. The Term will only renew upon mutual agreement of the Parties.

6. IMPLEMENTATION. Supplier will coordinate with Customer and make commercially reasonable efforts to meet the Customer's desired implementation dates; however, all such dates are approximate only and Supplier shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer if Supplier fails to meet the specified implementation dates.

7. ACCEPTANCE. Customer's Acceptance occurs on the day the Software has been made available to Customer or End-User as a cloud-based solution. After Acceptance, Customer's remedies for non-performance shall be solely as provided in the Warranties and Service Level Availability sections.

8. PROPRIETARY NOTICES. Supplier or Supplier's licensors own all right, title, and interest (including without limitation all intellectual property rights) in the Software, Cloud Services, and to all drawings, designs, specifications, manuals, and code furnished by Supplier to Customer. Customer shall not remove, alter, or obscure any copyright, trademark, trade secret, government restricted right, or other proprietary or confidentiality notices or legends from any copy of such materials that are (i) placed or embedded by Supplier or its licensors on/in the Software, (ii) displayed when the Software runs, or (iii) applied to the Software, its packaging, labels, or any other materials provided under this Agreement. All such materials and related information as well as this Agreement are supplied in confidence to Customer and shall be handled in accordance with Section 9 (Confidentiality) below.

9. CONFIDENTIALITY. Each Party (a "Recipient") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) to not disclose or use any Confidential Information of the other Party (a "Discloser") except as reasonably necessary to perform Recipient's obligations or exercise Recipient's rights pursuant to this Agreement or with the Discloser's prior written permission. Either Party may disclose Confidential Information on a need-to-know basis to its Affiliates, contractors and service providers bound by confidentiality obligations at least as restrictive as those in this section. To the extent required by Law, Recipient's disclosure of Discloser's Confidential Information shall not be considered a breach of this Agreement provided that Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Discloser shall have the right to seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the Parties that other remedies may be inadequate.

10. CUSTOMER OBLIGATIONS AND LICENSE RESTRICTIONS. In consideration of the license grant, Customer shall: (a) have sole

responsibility for the accuracy, quality, and legality of all Content; and (b) not allow any unauthorized or third party access to, or use of, the Software or Cloud Services, and notify Supplier promptly of any unauthorized access or use. Customer shall not: (i) use the Services in violation of applicable laws; (ii) in connection with the Services, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store malicious code in connection with the Services; (iv) interfere with or disrupt performance of the Services or the data contained therein; (v) copy or duplicate any physical, magnetic, or other version of the Software; (vi) create or attempt to create or reverse engineer or decompile the source programs or any part thereof from the Software; (vii) modify the Software or Cloud Services in any manner; (viii) perform or disclose any benchmark or performance tests of the Services, including the Software, without Supplier's prior written consent; (ix) perform or disclose any security information about the Cloud Services Environment or associated infrastructure, including but not limited to network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing, without Supplier's express prior written consent or (x) attempt to gain access to the Software or its related systems or networks in a manner not set forth in the Documentation. Customer is responsible for its Affiliates' and Authorized Users' compliance with this Agreement and any breach by its Affiliates or Authorized Users shall be deemed a breach by Customer.

11. WARRANTIES. Each Party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it including, but not limited to, laws related to data privacy, and the transmission of technical or Personal Data (as defined in applicable privacy regulations). Supplier warrants that during the Term: (i) the Services shall perform materially in accordance with the Documentation; (ii) the functionality of the Services will not be materially decreased; and (iii) to the best of its knowledge, the Services do not contain, and Supplier will not knowingly introduce, any malicious code. In the event of a breach of the warranty set forth in (i) and (ii), Supplier shall correct the non-conforming Services at no additional charge to Customer, and in the event Supplier is unable to correct such deficiencies after good-faith efforts, Customer shall be entitled to terminate the Services and Supplier shall refund Customer amounts paid attributable to the defective Services from the date Supplier received such notice. Notice of deficiencies shall be made through Supplier's then-current error reporting system and notices of breaches of any other warranty shall be made in writing to Supplier in accordance with the notice provisions of this Agreement.

The remedies set forth in this section shall be Customer's exclusive remedy and Supplier's sole liability for all claims based on breach of warranty, non-performance, failure of or defect in the Services and are in lieu of all other warranties, conditions, and guarantees whether written, oral, implied, or statutory, unless Customer is entitled to a credit under Section 13 (Service Level Availability). **EXCEPT FOR THE EXPRESS REMEDIES PROVIDED IN THIS SECTION, SUPPLIER MAKES NO EXPRESS WARRANTIES FOR THE SOFTWARE. SUPPLIER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES FOR THE SOFTWARE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY APPLICABLE LAWS. WITHOUT LIMITING THE FOREGOING, SUPPLIER DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.** Any remedial steps taken by Supplier hereunder shall not extend the applicable warranty period.

12. DISCLAIMER. Customer acknowledges that the Software is an informational and/or communication tool that relies on the accuracy

and relevance of the inputted data and the protocols or parameters for generating outputs from such inputted data that are approved by Customer through its use of the Software. Customer assumes exclusive responsibility for all inputted data, the output resulting from such data (including the protocols or parameters that are used by the Software to generate such outputs), and the interpretation of any output resulting from such data. Customer agrees that the Software shall not be used for diagnosis, treatment, or as the sole form of plan approval and agrees that Supplier shall have no liability for any medical diagnosis or treatment plan by Customer or its users based on the Software or its output. Further, Customer acknowledges that any guidance or recommendations offered by the Software to patients will be only the guidance or recommendations that Customer has approved through its use of the Software, and, therefore, to the extent it is deemed to be medical advice, will be deemed to be medical advice given by Customer. Customer is responsible for reviewing and monitoring the protocols, parameters and outputs generated by the Software (including the guidance or recommendations suggested thereby) on an ongoing basis and shall promptly discontinue use of the Software if Customer does not approve of any of the foregoing. Customer's continued use of the Software shall constitute Customer's satisfaction and approval with regard to such protocols, parameters and outputs. SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, QUALITY, OR SOUNDNESS OF ANY SUCH GUIDANCE OR RECOMMENDATIONS AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED) RELATING TO SUCH GUIDANCE OR RECOMMENDATIONS. SUPPLIER FURTHER DISCLAIMS ALL LIABILITY FOR ANY DAMAGES, LOSSES, COSTS, OR EXPENSES INCURRED BY CUSTOMER RESULTING FROM THE FAILURE OF SUCH GUIDANCE OR RECOMMENDATIONS TO ACCURATELY PREDICT, OR PROVIDE SUITABLE REMEDIES FOR, SYMPTOMS OR ADVERSE EFFECTS.

13. SERVICE LEVEL AVAILABILITY. Supplier shall use reasonable commercial efforts, being no less than industry standards, to ensure that the average Monthly Uptime Percentage (defined below) of the Cloud Services Environment in each month of a trailing three (3) calendar month rolling period will meet or exceed 99.9% ("Availability" or "Uptime SLA"). If it does not, Customer is eligible to receive the Service Credits described below. This Uptime SLA is valid only for production environments and does not apply to test, training, or data merge environments. Uptime statistics will be measured on a rolling monthly basis using the following formula:

$$\text{MONTHLY UPTIME PERCENTAGE} = \frac{\text{Maximum Available Minutes} - \text{Unscheduled Downtime}}{\text{Maximum Available Minutes}} \times 100.$$

"MAXIMUM AVAILABLE MINUTES" means the total number of Available minutes in a month.

"AVAILABLE" means that the Cloud Services Environment is capable of responding to incoming requests from the Customer users to process and display data.

"MAINTENANCE WINDOW(S)" means every Friday of every month, from 9:00 PM to 4:00 AM (Saturday) based on the local time zone of the Customer. Actual maintenance hours may vary within the Maintenance Window(s) but will not exceed a total of 28 hours per month.

"SCHEDULED DOWNTIME(S)" means times mutually agreed upon by the Parties during which Supplier needs to perform Software or Component upgrades, module or feature additions, Software re-configuration, or other maintenance that may not be accomplished during the Maintenance Window. Supplier agrees to provide seventy-two (72) hours' notice to Customer for Scheduled Downtime(s).

"CUSTOMER FAILURE(S)" means any failures to (i) Customer's equipment, (ii) Customer's network performance, (iii) Customer's ISP and/or (iv) the internet that prevent the Supplier from delivering the Cloud Services to the Customer. These failures shall not be used as a basis for any remedies for the Customer.

"UNSCHEDULED DOWNTIME" means the total number of minutes in a month that the Cloud Services Environment is not Available, excluding minutes within the Maintenance Window(s) or Scheduled Downtime(s) 24/7. Downtime reported by the customer may only fall within the Software Service Support Hours. Repairs and adjustments required as a result of items beyond Supplier's control, including Force Majeure Events, are excluded from Unscheduled Downtime calculations.

"MONTHLY UPTIME PERCENTAGE" means the actual availability of the Cloud Services Environment for the Customer to be able to use the Cloud Services in a given month. This is a calculated value and is expressed as a percentage of Availability.

"SERVICE CREDITS" are Customer's sole and exclusive remedy for any performance or availability issues for the Cloud Services under the Agreement and this SLA (except for any termination rights set forth in Section 15 (Termination for Non-Availability)). Service Credits apply only to fees paid for the particular Cloud Services for which a Service Level has not been met. The Service Credits awarded in any billing cycle for a particular Service will not, under any circumstance, exceed Customer's monthly service fees for that Service as applicable (or divided by 12 if billed annually).

CUSTOMER MUST REQUEST SERVICE CREDIT. In order to receive any of the Service Credits described above, Customer must notify Supplier by email or otherwise in writing within thirty (30) days from the time Customer becomes eligible to receive a Service Credit.

MAXIMUM SERVICE CREDIT. The aggregate maximum number of Service Credits Customer can claim for any and all Unscheduled Downtime periods that occur in a single calendar month shall not exceed thirty days of Cloud Services added to the end of the billing cycle. Service Credits may not be exchanged for, or converted to, monetary compensation.

Monthly Uptime Calculation Service Credit for 99.9% Uptime SLA

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
<99.5%	5%
<98%	10%
<95%	15%

14. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS.

Supplier will defend, indemnify and hold harmless Customer from any third party claims for patent, trade secret or copyright infringement arising from Customer's use of the Software. If any such claim materially interferes with Customer's use of the Software, Supplier shall, at its option: (i) substitute functionally equivalent non-infringing Software; (ii) modify the infringing Software so that they no longer infringe but remain functionally equivalent; (iii) obtain for Customer at Supplier's expense the right to continue to use the infringing Software; or (iv) if the foregoing are not commercially reasonable, terminate the Software and refund to Customer any Service Fees prepaid for the infringing Software for the unused portion of the Term. Any claims arising from Customer's use of infringing Software after Supplier's notification to discontinue use and offering one of the remedies set forth above are the sole responsibility of Customer. The above indemnification obligation is conditional upon Customer providing Supplier prompt written notice of the infringement claim, allowing Supplier to control the defense of such claim, and reasonably cooperating with Supplier in such

defense. Notwithstanding any other provision in this Agreement, Supplier shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Software in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by Supplier; (b) use of such infringing Software in a manner or environment or for any purpose for which Supplier did not design or license it, or inconsistent with the Documentation; or (c) any modification of such infringing Software by Customer or any third party. Supplier shall not be responsible for any compromise or settlement or claim made by Customer without Supplier's written consent.

15. TERMINATION FOR NON-AVAILABILITY. If the Monthly Uptime Percentage of the Cloud Services Environment is less than 95.0% in three separate months (i.e., not calculated as a rolling average) over any consecutive six-month period, then Customer may terminate the Services by providing written notice to Supplier to that effect within thirty (30) days of the last of such failures. If Customer so terminates, then Supplier will refund to Customer a pro-rata amount of any pre-paid Service Fees for the unutilized portion of the then-current term.

16. CANCELLATIONS. No Agreement may be terminated, canceled or modified by Customer. If Customer wrongfully terminates the Agreement, without prejudice to any remedies Supplier may have under the Agreement or at law, Customer shall pay to Supplier the Lost Profit including the reasonable costs of recovery thereof.

17. TERMINATION FOR CAUSE BY SUPPLIER. Supplier shall have the right to terminate any license granted or discontinue delivery of the Services immediately upon written notice to Customer without further obligation or liability to Customer if Customer: (a) commits any breach of this Agreement; (b) makes or attempts to make any sublicense, assignment, sublease or transfer of the Software without the prior written consent of Supplier; (c) makes or attempts to make any modification or adaptation of the Software.

18. ELEKTA POLICIES. The Services are subject to and governed by Service Specifications. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), security requirements, functional and technical aspects of the Services delivery. Customer acknowledges that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees and/or termination of the Services by Supplier.

Supplier may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the term of this Agreement, including to reflect changes in technology and industry practices or changes to third party service providers. The Service Specifications are subject to change at Supplier's discretion; however, Supplier's changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the Services purchased by Customer during the term of this Agreement.

As described in the Service Specifications and to the extent applicable to the Services, Supplier will provide production, test, and backup environments in the Data Region. Supplier and its affiliates may perform certain aspects of Services, such as service administration and support, from locations and/or through use of subcontractors, worldwide.

19. RIGHTS GRANTED. Supplier will not assert any ownership rights over Content. However, to enable Supplier to provide the Services, Customer grants Supplier the right to access, use, process, transmit and store, in accordance with this Agreement, the Content for the Term plus any additional post-termination period during which Supplier provides Customer with access to retrieve an export file of the Content.

20. SECURITY. Supplier shall have no responsibility or liability for any and all actions or omissions by Customer, Customer employees, or agents or external third parties including, but not limited to, those resulting in privacy law violations or data security breaches, which may be caused by viruses, Trojan horses, worms, or other programming routines used to intercept, damage, or expropriate data, or from any person gaining access to the Software, the Cloud Environment, or the Content by or through Customer or user credentials. Any breach of the terms hereof by such persons shall be a breach by Customer.

21. LIMITS. The Services and Content are subject to usage limits specified in the Scope of Supply and Service Specifications. These limits include any specified numbers related to number of users, sites, linear accelerators, months of use, or data size. If Customer exceeds a contractual usage limit, Supplier may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Supplier's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will purchase additional quantities of the applicable Services or Content promptly upon Supplier's request, and/or pay any invoice for excess usage.

22. USE OF THE SOFTWARE SERVICES. Customer is responsible for identifying and authenticating all Authorized Users, for approving access by such Authorized Users to the Services, for controlling access against unauthorized access, and for maintaining the confidentiality of usernames, passwords and account information. Additionally, Customer is responsible for the security of the systems connected to and interfacing with the Software or Cloud Services so as to prevent those systems from impacting the Cloud Services Environment. Customer agrees to inform the Supplier immediately of any terminating and terminated Authorized User or any Authorized User who no longer requires access to allow Supplier to remove access to the Services. Supplier is not responsible for any harm caused by Customer, the Authorized Users, or any individuals not authorized to have access to the Services, who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis. Customer is required to accept all security patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services as such Patches are generally deployed by Supplier. In the event of any loss or damage to Content, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavors to restore the lost or damaged Content from the latest back-up of such Content maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Content caused by any third party. Customer agrees to provide Supplier, and/or Supplier's subcontractors as reasonably requested, with all documentation, statements and credentials necessary for Supplier to provide the Services. Customer's failure to comply with this Section may result in termination of this Agreement if Customer fails to remedy such breach upon notice from Supplier.

Customer must have the required equipment, software, and internet access to be able to use the Services as specified within the Services Specifications. Customer is responsible for any and all Content provided hereunder and for obtaining all necessary licenses, permissions and consents to enable all Content to be made available to Supplier to transmit, host and store. If any protected health information is unintentionally disclosed, uploaded or

otherwise provided to Supplier by Customer, Customer shall promptly notify Supplier and the Parties shall cooperate in good faith to remediate such occurrence in accordance with all applicable laws, at Customer's expense.

23. END OF SERVICE. Upon expiration or termination of the Services, Customer will no longer have rights to access or use the Software or Cloud Services; however so long as Customer is not in breach of this Agreement, for a period of up to 30 days after the end of the applicable Services, Supplier will make available to Customer the Content as existing in the Cloud Services Environment on the date of termination. At the end of such thirty (30) day period, and except as may be required by law, Supplier will delete or otherwise render inaccessible any of the Content that remains in the Cloud Services Environment. Access to the environment for data transfer may be extended upon mutual agreement of the Parties. The rights granted to the Software will be coterminous with the Services.

24. COMPLIANCE AND END-USER BACK-TO BACK RESPONSIBILITY. This Agreement is subject to Supplier's ongoing determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace health and safety, medical device or pharmaceutical regulatory issues, anti-bribery, export/import control, including sanctions requirements, and money laundering prevention. Customer represents and covenants that it is purchasing the Services for its own use consistent with the terms of this Agreement and that it will not re-sell, sublicense, or share the Services to or with any other party nor will Customer export the Services outside the United States of America. The Customer shall procure at his own cost all licenses and documents, if any, required to use the Services. **CUSTOMER AGREES TO INDEMNIFY AND HOLD SUPPLIER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO CUSTOMER'S NON-COMPLIANCE WITH THIS SECTION.**

25. CUSTOMER RESPONSIBILITIES. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment in Customer's possession or control. Supplier shall have no obligation or liability with respect to the recovery of lost data or images.

26. DE-IDENTIFIED DATA. Supplier continually improves its services and systems. To optimize Elekta's system availability, safeguard quality and improve treatment outcomes, Supplier uses de-identified healthcare, operational and technical data of the Supplier's systems and services. As such, Customer authorizes and agrees that Supplier and any of its Affiliates may: (a) de-identify the healthcare, operational and technical data of the Supplier's systems and services, and (b) access, collect, store, copy, aggregate, modify, analyse, publish, license or otherwise make use of such de-identified data for Supplier's and its Affiliates' commercial business purposes.

27. SUPPORT SERVICES. Subject to Customer's payment to Supplier of the annual Service Fee, Supplier will: (i) provide assistance as necessary for the Software to perform substantially in accordance with its Documentation by providing a suitable 'fix,' 'patch,' or 'work around' for the problem or a statement that an appropriate 'fix' will be included in a future release of the Software, the time period within which the release is expected to be issued and a commitment to provide the release at no cost to Customer; and (ii) maintain a support desk for receipt of Customer telephone calls for first level diagnosis of Registry problems during the hours of 5:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday, Supplier holidays excepted.

28. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT TO (i) LOST PROFITS (IF APPLICABLE), (i) DAMAGES CAUSED BY GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT AND (ii) SUPPLIER'S IP INDEMNIFICATION OBLIGATIONS IN SECTION 14 (PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS), IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID AND/OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("GENERAL CAP"), EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, SUCH PARTY'S TOTAL AGGREGATE LIABILITY SHALL BE INCREASED TO TWENTY-FOUR (24) MONTHS' FEES ("ENHANCED CAP").

EXCEPT FOR INDEMNITY OBLIGATIONS AND LOST PROFITS (IF APPLICABLE), NEITHER CUSTOMER NOR SUPPLIER (NOR THEIR RESPECTIVE AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, BREACH OF WARRANTY, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

29. AUDIT. Supplier may audit the use of the Software and Cloud Services to assess whether Customer's use of the Services is in accordance with this Agreement. Customer agrees to cooperate with Supplier's audit and provide reasonable assistance and access to information.

30. FORCE MAJEURE EVENT. If Supplier cannot perform due to any cause beyond the reasonable control of Supplier or a subcontractor of Supplier that could not have been avoided or corrected through the exercise of reasonable diligence, including acts of God, fire, flood, hurricane or other natural catastrophe, internet access or related problems beyond the demarcation point of Supplier's or its applicable infrastructure provider's facilities, denial of service attacks, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence, then Supplier shall notify Customer and the time of performance (except for payment of money) shall be extended for a period of time equal to the period of the delay. If Supplier suffers such delay in performance for a continuous period in excess of one (1) month, either Party may by written notice terminate this Agreement in whole or in part, in which case Supplier shall have no liability except those rights and liabilities that accrued prior to such termination which shall continue to exist.

31. APPLICABLE LAW AND ARBITRATION. The Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles. The applicability of the UN Sales Convention (CISG) shall be explicitly excluded. All disputes arising in relation to this Agreement shall be resolved by arbitration in Fulton County, Georgia (USA), under the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding the above the Supplier shall always – as its sole option - be able to bring a claim for payment of the Price to an ordinary court in Fulton County, Georgia. Notwithstanding the foregoing, either Party may seek equitable relief in any court of competent jurisdiction in order to protect its Confidential Information or intellectual property rights.

32. ASSIGNMENT / END-USER OBLIGATIONS. Except as otherwise provided in this Agreement, neither Party may assign its respective rights or obligations under this Agreement in whole or in part to any person without obtaining the prior written consent of the

other Party. Notwithstanding the foregoing, Supplier may (i) assign this Agreement in whole or in part to an Affiliate and in such case Supplier shall take full responsibility for the Affiliate's compliance with this Agreement, (ii) Supplier shall have the right to assign receivables under this Agreement for financing purposes to Supplier's Affiliates or third parties. If the Customer makes an assignment (which shall require consent of Supplier) or if the Customer is not the End-User, the Customer hereby ensures that (a) the terms and conditions in this Agreement are included in the agreement with the End-User/assignee and (b) the Customer takes full responsibility for the End-User's/assignee's compliance with this Agreement. The Customer shall also assist Supplier with all reasonable measures that Supplier may deem necessary to preserve the rights of the Supplier under this Agreement.

33. AMENDMENT; WAIVER; SEVERABILITY; SURVIVAL. This Agreement may be amended only in a writing signed by both Parties. Any failure or delay to enforce any provision of this Agreement is not a waiver of that provision or of either Party's right to later enforce

each and every provision. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of both Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

34. ENTIRE AGREEMENT AND CONFLICTING PROVISIONS. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior understandings, representations and warranties, written and oral.