



AXIS CLOUD SERVICES ADDENDUM TO THE STANDARD TERMS AND CONDITIONS OF SALE WT1920GH

1. ADDITIONAL DEFINITIONS

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

'Cloud Services' means, collectively, 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. The term 'Cloud Services' does not include licensing of the Software and/or the maintenance and support of such Software except where explicitly stated by Elekta that the Software is being provided as Software as a Service (SaaS).

'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.

'Cloud Services Fees' means those fees specifically related to the Cloud Services offered by Supplier. These fees are in addition to fees for the licensing of Software and/or any maintenance and support fees for the Software except where related to SaaS offerings, whereby the fee is inclusive of the provisioning of the Software and all maintenance and support.

'Cloud Services Term' refers to the Initial Term plus any and all auto renewals.

'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.

'Compliance Zone' refers to the geographic area in which the associated Data Region(s) are located, as set forth the Scope of Supply or as found at <https://www.elekta.com/software-solutions/cloud-solutions/>. These designated areas ensure data residency and access related to Cloud Services that are applicable to local laws and regulations.

'Data Region' refers to where the Elekta Cloud Environment and Customer Data is physically located, as set forth the Scope of Supply or as found at: <https://www.elekta.com/software-solutions/cloud-solutions/>

'First Use' means first import of Content or access by an Authorized User, whichever comes first.

'Initial Term' means the period of time for which the Cloud Services are initially purchased, excluding any renewals, as described in the Scope of Supply and/or the Cover Page.

'Remote Location' means a location other than the Customer's Site.

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

2. TERM OF AGREEMENT AND AUTO RENEWAL. The Cloud Services Initial Term shall be as specified in the Scope of Supply. The Cloud Services will automatically renew annually unless a party provides the other party with written notice no later than ninety (90) days prior to the end of the Initial Term or each

renewal period thereafter, of that party's intention not to renew. Supplier shall have the right to increase the Cloud Service Fee for any additional term or when additional licenses are requested by Customer. Supplier is entitled to adjust the Cloud Service Fees on a yearly basis by the lesser of five percent (5%), or the Annual Consumer Price Index's ('CPI') (All Urban Consumers, US Cities Average, Not Seasonally Adjusted) percentage change in the two previous full year indices. The CPI is issued by the U.S. Bureau of Labor Statistics.

3. LIMITS. Cloud 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, linacs, 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 Cloud Services or Content promptly upon Supplier's request, and/or pay any invoice for excess usage in accordance with the 'Pricing and Payment' section in this document.

4. RIGHTS GRANTED. To enable Supplier to provide the Cloud Services, Customer grants Supplier the right to access, use, process, transmit and store, in accordance with this Agreement, the Content for the duration of the Services Period plus any additional post-termination period during which Supplier provides Customer with access to retrieve an export file of the Content. Customer acknowledges that Supplier has no delivery obligation for Supplier Software and will not ship copies of such Supplier Software to Customer as part of the Cloud Services.

5. RESTRICTIONS. Customer may not, or cause or permit others to: (a) make the Cloud Services, the Cloud Services Environment and/or the Software (excluding the Content) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for by Supplier in writing); (b) perform or disclose any benchmark or performance tests of the Cloud Services, including the Software, without Supplier's prior written consent; (c) perform or disclose any of the following security testing of the Cloud Services Environment or associated infrastructure without Supplier's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing.

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

Supplier may make changes or updates to the Cloud Services (such as infrastructure, security, technical configurations, application features, etc.) during the Cloud Services Term, 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 Cloud Services purchased by Customer during the Cloud Services Term.

The Scope of Supply or online reference <https://www.elekta.com/software-solutions/cloud-solutions/> will specify the Compliance Zone and Data Region where the Cloud Services are delivered. As described in the Service Specifications and to the extent applicable to the Cloud Services, Supplier will provide production, test, and backup environments in the Compliance Zones and associated Data Regions. Supplier and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, from locations and/or through use of subcontractors, worldwide.



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Elekta Cloud Services will be subject to the Elekta Axis Uptime Service Level Agreement.

7. USE OF THE CLOUD SERVICES. Customer is responsible for identifying and authenticating all Authorized Users, for approving access by such Authorized Users to the Cloud Services, for controlling against unauthorized access, and for maintaining the confidentiality of usernames, passwords and account information. Supplier is not responsible for any harm caused by Customer, the Authorized Users, or any individuals not authorized to have access to the Cloud Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis. Customer is required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, 'Patches') necessary for the proper function and security of the Cloud Services as such Patches are generally released 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 requested, with all documentation, statements and credentials necessary for Supplier to provide the Cloud Services. With the exception of the Elekta products that are specified as SaaS products, Customer's rights to access the Cloud Services is contingent on Customer's purchase and continuous payment of a valid Maintenance and Support Agreement for the duration of the Services Period unless otherwise stated in this Exhibit. 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.

8. TERMINATION. If Customer terminates the Cloud Services without cause prior to the expiration of the Initial Term, Customer agrees to pay Supplier a termination fee in accordance with the following schedule (the 'Early Termination Fee'):

- a. 100% of the total Cloud Services Fees if terminated within the first year of the Initial Term; or
- b. 35% of the total Cloud Services Fees if terminated at any other time during Initial Term.

Customer agrees that the Early Termination Fee is not a penalty, but instead, a reasonable and adequate estimate of the damages that Supplier shall sustain as a result of the Customer's decision to terminate this Agreement prior to the end of the Initial Term.

9. END OF SERVICE. Upon expiration or termination of the Cloud Services, Customer will no longer have rights to access or use the 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 Cloud 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 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. If the Software has a term license granted to Customer, the rights granted to the Software will be coterminous with the Cloud Services. If the Software has a perpetual license granted to Customer, so long as Customer is not in breach of this Agreement, Supplier will provide transition services, if Customer requests to transition the Software to Customer's internal server, at Customer's cost.

10. AUDIT. Supplier may audit the use of the Cloud Services to assess whether Customer's use of the Cloud Services is in accordance with this Agreement.

Customer agrees to cooperate with Supplier's audit and provide reasonable assistance and access to information.

11. DATA COLLECTION. Supplier may use and disclose the Content or any other data from the Cloud Services Environment in aggregated and de-identified form to create statistical analyses or for research and product evaluation, development or improvement purposes. Further, Customer hereby grants Supplier a perpetual, transferable, sublicensable, worldwide, non-revocable, royalty-free, fully paid-up right and license to access and use Content or any other data from the Cloud Services Environment to improve the Cloud Services and to expand Supplier's data set(s) supporting the algorithms therein. In each of the foregoing cases, Supplier shall ensure that the Content or any other Confidential Information is in a form that anonymizes Customer and de-identifies any individual or patient.

12. OTHER. Except as otherwise specified on the Cover Page, the purchase of Cloud Services, Software, Software maintenance and support, and/or other programs or products are all separate purchases. Customer's obligation to pay under this Agreement is not contingent on performance of any other service offerings or delivery of programs or products.

13. CONTRACTS INCLUDING KAIKU. The Customer shall ensure at all times that it has all rights to store the Content generated by its users in the Cloud Services Environment and that it holds all applicable licenses and consents to use that content. All intellectual property rights to the content uploaded into the Cloud Services Environment by the Customer or its employees, patients or other users (ie: User Generate Content) will remain the exclusive property of the Customer or its employees, patients or other users. Once User Generated Content has been uploaded to the Cloud Services Environment the Supplier will receive a royalty free, fully paid, irrevocable, worldwide, perpetual and transferable license to distribute, modify and otherwise commercially exploit such User Generated Content for the purposes of providing and improving the Cloud Service and/or Software, including a right to create anonymized statistics based on the User Generated Content and data on the use of the Cloud Service and/or Software. The Customer is responsible for its User Generated Content and for ensuring that the User Generated Content does not infringe any third party rights or violate any applicable laws. All intellectual property rights relating to the provision or improvement of the Cloud Service and/or Software, including the anonymized and pseudoanonymized statistics and suggestions for improvements made by the Customer, will remain the exclusive property of the Supplier or its licensors