

SOFTWARE LICENSE EXHIBIT TO THE ELEKTA STANDARD TERMS AND CONDITIONS OF SALE WT1920SW

- 1. APPLICABILITY OF THIS EXHIBIT. The terms and conditions contained in this Exhibit shall apply to all Software. The following terms used in this Exhibit shall have the meaning set forth as follows: "Term" means the right to use the Software for only a fixed term. "Perpetual" means the right to use the Software indefinitely in accordance with the terms of the Agreement.
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- **4. AUTHORIZED USE.** Customer is authorized to use the Software only on Designated Equipment or as a cloud based solution (as specified in the Specification) at the Site. Customer is not authorized to: (a) copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, or other version of the Software; (b) create or attempt to create, reverse engineer or otherwise, the source programs or any part thereof from the Software; or (c) modify the Software in any manner.
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Should Supplier provide an Uptime Guarantee or Warranty for the Software in a different exhibit the Warranty in this Section 5 shall not be applicable.

Any unauthorized modification of the Software by Customer or any failure by Customer to implement any improvements or updates to the Software as supplied by Supplier or its representative shall void any and all of Supplier's obligations with respect to the Software.

- **6. TERM & TERMINATION.** Unless terminated pursuant to this section, the license to the Software shall either be Perpetual or for the Term specified in this Agreement. Supplier shall have the right to terminate any license granted or discontinue delivery of any cloud based delivery immediately upon written notice to Customer without further obligation or liability to Customer if: (a) Customer commits any breach of this Agreement ;(b) any sublicense, assignment or transfer or attempted sublicense, assignment or transfer by Customer of the Software is made without the written consent of Supplier; (c) any transport, movement or attempted transport or movement by Customer of the Software, or the Designated Equipment on which the Software is installed, from the Site is made; (d) any modification or adaptation of the Software is made or any attempt to use the Software with any products other than the Hardware is made; or (e) any use of the Software in connection with or on other equipment than the Designated Equipment.
- 7. CONSEQUENCES OF TERMINATION. Upon the termination of the license to the Software, Customer shall immediately: (a) return the Software to Supplier together with all reproductions and modifications of the Software and all copies of any documentation, notes, and other materials with respect to the Software; (b) purge all copies of the Software or any portion thereof from all Designated Equipment and from any computer storage device or medium on which Customer has placed or has permitted others to place the Software; and (c) deliver to Supplier a written certification that Customer has complied with all of its obligations under this section.