

The Customer hereby acknowledges that the trademarks Gamma Knife® and Leksell Gamma Knife® (collectively, the "Mark") are registered trademarks of the Supplier and/or its Affiliates and that the Mark constitutes valuable intellectual property of Supplier and/or its Affiliates in which they have established substantial goodwill. The Customer hereby acknowledges that proper use of the Mark in any advertising of the Customer's own surgical services performed with the Leksell Gamma Knife® surgical instrument is highly important to maintaining such value and goodwill.

Subject to the terms and conditions of this section, Supplier, hereby grants the Customer a non-exclusive, non-transferable, royalty-free license without right to sublicense, solely for the purpose of using the Mark in connection with the promotion and advertising of any of the Customer's own services to be performed solely by the Customer's use of Leksell Gamma Knife[®].

The Customer, in the conduct of the Customer's business, is strictly prohibited from using the Mark in or as its official legal name. In addition, the Customer agrees that it shall not use the Leksell Gamma Knife® trade mark as a noun or verb, but always as an adjective. Trademarks should never be used as nouns or verbs, but always used as adjectives and therefore should always be followed in text by the thing they are describing. However, the Customer may use the trademark Gamma Knife® as part of the following fictitious trade name:

"Gamma Knife® Center of ".

The Customer may use a variation or abbreviation of such term only after obtaining Supplier's prior written consent to the proposed use in question. As long as the Customer utilizes a fictitious trade name, which includes the Mark, the Customer shall not use the fictitious trade name to market services performed with any equipment other than Leksell Gamma Knife®. The Customer in any case shall not use the Mark to market services to be performed with any equipment other than Leksell Gamma Knife®.

In advertising, references to the Mark must include the registration symbol [®] in connection with the Mark along with the words "Gamma Knife® and Leksell Gamma Knife® are registered trademarks of the Elekta Group. All rights reserved.". Supplier reserves the right to require the Customer to discontinue the use of advertising that does not conform to such requirements.

The Customer may use the words "Gamma Knife Center of [the Customer's distinctive name]" as part of any internet domain name, or URL, telephone number or other communications address or symbol provided that the full name, "Gamma Knife Center of [the Customer's distinctive name]" is used. The Customer may use a variation or abbreviation of such term only after obtaining Supplier's prior written consent to the proposed use in question.

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The Customer may not under any circumstances, use the words "gamma knife" alone, for any internet domain name, or URL, telephone number or other communications address or symbol.

All advertising or promotional materials in which the Mark is utilized shall comply with all applicable laws and regulations as well as the standards of proper advertising.

Supplier shall have the right to terminate the license granted in this section with immediate effect if the Customer violates any provision of this section or utilizes the Mark in any manner which, in the sole opinion of Supplier, presents a reasonable risk of damage to the Mark.

Upon termination of the license granted by this section, the Customer shall immediately cease all use of the Mark.