



METRIQ LICENSE EXHIBIT TO THE ELEKTA STANDARD TERMS AND CONDITIONS OF SALE WT1920M

The following terms and conditions, along with the terms and conditions referenced on the Cover Page, shall be applicable to the METRIQ products listed in the Scope of Supply purchased under the Agreement (hereinafter "METRIQ"). Should any terms in this Exhibit conflict with any terms contained within the other Exhibits referenced on the Cover Page, the terms in this Exhibit shall govern only as to METRIQ.

1. GRANT OF LICENSE. Subject to the provisions of this Agreement, Supplier hereby grants to Customer, and Customer hereby accepts from Supplier, a nonexclusive, nontransferable, non-assignable limited license to use the quantity of licenses as specified in the Scope of Supply of METRIQ on the Customer's workstations for internal purposes only in accordance with this Agreement during the term specified in Section 2 below, Customer acknowledges and agrees that METRIQ is the proprietary information and a trade secret of Supplier and that this Agreement grants Customer no title or rights of ownership in METRIQ. Customer agrees not to market, sublicense, distribute, permit timeshare, or allow any other access to the METRIQ other than Customer's own internal use as permitted herein. The data files and patient data stored in the software are and shall remain the exclusive property of Customer.

2. TERM. The license granted under this Section shall commence upon the Acceptance, as defined within this Agreement, of METRIQ by Customer and shall continue for the license term specified on the cover page hereof unless sooner terminated in accordance with the provisions of this Agreement.

3. TERMINATION. Upon expiration or termination of any term license granted to Customer or the termination of this Agreement in total or in part with respect to METRIQ for any reason, the license and all other rights granted to the Customer hereunder for METRIQ shall immediately cease, and the Customer shall immediately:

- (a) return any hard copies of METRIQ to Supplier together with all reproductions and modifications of the Software and all copies of any Documentation, notes, and other materials respecting METRIQ;
- (b) purge all copies of METRIQ or any portion thereof from all Customer workstations and from any computer storage device or medium on which the Customer has placed or has permitted others to place METRIQ; and
- (c) give Supplier a written certification that the Customer has complied with all of its obligations under this section.

4. SUPPORT SERVICES

4.1. Support Services by Supplier

4.1.1. Support Services for METRIQ. Subject to the terms, conditions and fees set forth in this Section 4, Supplier will provide Customer with the support services specified in this Section for METRIQ. Supplier will: (i) install METRIQ and provide initial training for METRIQ at the Customer site(s) specified on the cover page; (ii) provide such assistance as is necessary to cause METRIQ 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 METRIQ, the time period within which the release is expected to be issued and a commitment to provide the release at no cost to Customer; (iii) maintain a support desk for receipt of Customer telephone calls for first level diagnosis of METRIQ problems during the hours of 5:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday, Supplier holidays excepted; (iv) provide emergency beeper service during the hours of 5:00 a.m. to 5:00 p.m. Pacific time during Supplier holidays; and (v) provide remote upgrades of new releases for licensed METRIQ. Current Supplier holidays are the following holidays in the United States: New Year's Day,

Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day. Supplier will inform Customer of any changes to Supplier holidays. If Supplier is unable, after reasonable effort, to cause METRIQ to perform substantially in accordance with its Documentation, then this Agreement may be terminated with respect to METRIQ at the option of either party hereto without further obligation or liability. In the event this Agreement is terminated during the initial one (1) year limited warranty period for METRIQ, Supplier shall refund to Customer all license fees paid by Customer for METRIQ. Supplier shall have no liability for misuse or modification of METRIQ by Customer. New METRIQ licenses are not included in Supplier's support 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.

4.1.2. Charges for Support. Support during the one (1) year limited warranty period for METRIQ is included with the payment of the applicable license fee. After such one (1) year limited warranty period, Supplier will continue to provide Customer with extended support as described in Section 4.1.1 above on an annual basis, provided Customer pays Supplier in advance the annual support fee included with the applicable license fee for METRIQ then in effect, as listed in the Contract Price Payment Schedule on the Cover Page of this Agreement.

4.1.3. Automatic Renewal. Supplier's obligation to provide annual renewal of licenses with included support, and Customer's obligation to pay the annual renewal fees then in effect shall be automatically renewed on the anniversary dates of Acceptance, unless either Supplier or Customer has given the other at least thirty (30) days prior written notice canceling the license renewal. If there is an increase in annual license and support fees over the preceding year, Customer may also prevent such automatic renewal by giving Supplier written notice of cancellation within fifteen (15) days of receipt of Supplier's invoice showing such increase. Any failure by Supplier to provide ongoing annual license and support renewal on the anniversary date of Acceptance shall not constitute grounds for terminating this Agreement but shall only be a basis for terminating the parties' future obligation with respect to license and support renewal.

4.1.4. Limitations on Supplier's Obligations. Customer understands and agrees that Supplier may develop and market new or different computer programs which use part or all of METRIQ and which perform all or part of the functions performed by METRIQ. Nothing contained in this Agreement gives Customer any rights with respect to such new or different computer programs.

4.1.5. Customer's Duties Customer will; (i) perform routine maintenance as required by the Documentation for METRIQ; (ii) maintain proper environmental conditions at the site in accordance with the Documentation; (iii) promptly install new updates of METRIQ as requested by Supplier; (iv) install the Supplier recommended communication software, an industry standard modem and dedicated transmission line or provide Supplier with access for remote diagnostics in accordance with Supplier's then current system requirements; (v) provide Supplier with supervisor security rights on the Customer workstations; (vi) schedule adequate time during normal business hours for required on-site installation and training; and (vii) perform such other routine maintenance procedures as Supplier may reasonably request from time to time.