



Terms and Conditions of Use for Elekta FHIR API Webpage and Materials

Documentation of Elekta FHIR API portal, the Elekta sandbox, and materials including Elekta support of the FHIR specification (referred to as the “Materials”) have been made available to Developers for development and testing the interoperability of Developer products with Elekta products in accordance with the 21st Century Cures Act (“Cures Act”). “Developer/s” are any individual or company who use the Materials, for the testing of interoperability between their product and Elekta’s software which is in use at an Elekta Customer site. The Materials are provided to Developers “as-is” with no other warranties expressed or implied. Developer accepts these terms by using this website or any Materials. Elekta may change these terms from time to time - for example, to reflect changes in the Materials offered or for legal, regulatory, or security reasons. Developers agree they are responsible to check back periodically for updates. By continuing to use this website or any Materials after an update, Developer is accepting the updated terms. Developer’s use of the Materials is subject to the terms and conditions below:

1. Limited Purpose. Developers may use the FHIR API portal and the Materials for the limited purpose of developing and testing the interoperability of Developer products with Elekta products in accordance with the Cures Act and within the United States only (the “**Limited Purpose**”). Use of the Elekta FHIR API portal for any purpose other than the one set forth in this Section 1 is prohibited.
2. Elekta FHIR API webpage has the most up-to-date documentation. Developers may keep copies of the Materials; however, the Materials may not be distributed.
3. Developers are solely responsible for their products and services, such as how their products and services interact with Elekta’s Customers systems and the security measures of their products, and for all liability and consequences that arise from or relate to data made available to or from their products or services, or that arise from or relate to data made available to or from their products or services or direct or indirect use of that data. Developers are solely responsible for complying with all applicable laws, which includes not infringing on Elekta’s or others’ intellectual property rights through use of the Materials or any data made available as a result thereof or from their products or services’ use of the Materials or any data made available as a result thereof. Developer warrants that Developer will protect user information collected by Developer’s API application, including personally identifiable information (“PII”), if any, from unauthorized access or use. By using this website or any Materials, Developer hereby certifies that it complies with all applicable laws and has implemented, at a minimum, industry standard security measures, including any and all obligations set forth on Section 13 herein.
4. Elekta owns the Materials and all intellectual property rights therein, as well as any improvements to or derivatives of the Materials, such as enhancements to the testing environment or documentation. Developer hereby assigns and agrees to undertake all reasonable requests by Elekta to perfect such assignment of all newly arising rights in any such improvements or derivatives. A dynamic developer environment is encouraged. Any suggested improvements of



the Materials may become part of the Materials without any obligation of notice to the submitter. However, Elekta shall be under no obligation to incorporate or use any suggestions or improvements in the Material. Nothing under these Terms and Conditions grants or implies the grant any rights or licenses to Elekta's intellectual property rights other than as expressly set out herein for the permitted use of the Materials.

5. Developers are responsible for the products developed and how the products connect to the Elekta Customer's software. Developers are also responsible for complying with all applicable laws, including without limitation those relating to intellectual property and those applying to PII and/or PHI. Developer warrants and represents Developer will not infringe on Elekta's or third parties' intellectual property rights.
6. Developers agree to indemnify, hold harmless and defend Elekta, its subsidiaries, and all of its their employees, officers, directors, contractors, and other personnel from and against any claim that in any way arises out of or relates to (i) the use of or inability to use any of Developers products or services; (ii) Developer or end users misuse of the APIs, Materials or violation of these terms; (iii) any content or data routed into and/or through the APIs by Developer or used with the APIs by Developer or those acting on Developer's behalf; any breach of these terms; or (v) Developer's acts or omissions which constitute information blocking or otherwise improperly interfere with the access, exchange or use of end user data
7. No permission to use the Elekta name, brands or trademarks is granted or implied under these terms. Developers interested in advertising products using Elekta FHIR API, Elekta's name, or Elekta's logo, please contact ISHelpDesk@Elekta.com to obtain permission which shall not be unreasonably withheld but may be made subject to additional terms and conditions.
8. The Elekta sandbox and Materials provide all that is necessary for development and testing the interoperability of Developer products with Elekta products in accordance with the Cures Act.
9. The Materials, Elekta's FHIR API and associated materials are not intended and should not be used for performance, scalability, or security testing. Regardless, if Developer identifies an actual or potential security vulnerability with Elekta software or Elekta's FHIR API, Developer will inform Elekta about such vulnerability as soon as possible so that Elekta can address the issue.
10. Elekta's confidential information includes the APIs, as well as any materials, communications and information that are marked confidential or that would normally be considered by a reasonable actor to be confidential under the circumstances. All Materials are deemed confidential by nature and therefore subject to these confidentiality obligations. If Developer receives any such information, Developer agrees they will not disclose it to any third party without Elekta's express prior written consent. Elekta confidential information does not include information which (a) is or becomes generally publicly available other than as a result of a disclosure by Developer or its representatives, (b) is or becomes available to Developer on a



non-confidential basis from a source (other than Elekta or its representatives) rightfully in possession of such information and that is not prohibited from disclosing such information to Developer by a legal, contractual, fiduciary or other obligation, (c) is independently developed by Developer as demonstrated by written or documented evidence, or (d) was known by Developer prior to disclosure to you by Elekta, as demonstrated by written or documented evidence. Any combination of such information will not be included within the foregoing exceptions because individual features of the information are in the public domain.

- a. Permitted Disclosure. Developer may disclose confidential information: (a) as is required by applicable law, (b) to report adverse events, hazards and other unsafe conditions to governmental agencies, health care accreditation organizations and/or patient safety organizations; (c) to report cybersecurity threats and incidents to government agencies; and (d) to report information blocking and other unlawful practices to a government agency. All documents and other tangible objects containing or representing Elekta confidential information, and all copies, notes and extracts thereof that are in the possession of the Developer, shall be and remain the property of Elekta, and shall be promptly returned to Elekta and/or destroyed upon Elekta's written request, or upon termination of these Terms. At Elekta's request, Developer shall provide a written certification from an officer of Developer that all such confidential information and copies thereof have been destroyed.
 - b. Developer may only use the Confidential Information for the Limited Purpose, as defined in Section 1.
11. **Publicity and Attribution.** Elekta shall provide Developer publicity and attribution rights upon written request. Elekta may, at its sole discretion, name Developer and make reference to Developer's interoperability with Elekta products publicly pursuant to these terms of use in Elekta's marketing and promotional materials. Developer hereby consents to the use of its name in connection with the foregoing.

12. **SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, ELEKTA EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.**

LIMITATION OF LIABILITY. WHEN PERMITTED BY LAW, ELEKTA, AND ELEKTA'S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ELEKTA, ELEKTA'S AFFILIATES, AND ITS SUPPLIERS, LICENSORS, AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID ELEKTA UNDER THESE TERMS DURING THE SIX (6) MONTHS PRIOR TO THE EVENT



GIVING RISE TO THE LIABILITY. IN ALL CASES, NEITHER ELEKTA, NOR ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, WILL BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

13. Elekta FHIR Developer Guidelines

- a. Developers will not put patients or users of their application at risk of harm. Protecting patient and user safety is to remain the paramount priority.
- b. Developers will respect and adhere to Elekta's security requirements and will not engage in activity that puts Elekta's security or those of its software users at risk.
- c. Developers will respect the privacy of patients, providers, and users of their application and Elekta software.
- d. Developers will not develop applications that interfere or negatively impact the daily workflows of Elekta software users.
- e. Developers will encrypt data that is stored using industry-standard encryption algorithms. Data exchange between your application and Elekta software will be secured with industry standard encryption while in transit.
- f. It is preferred that Developers authenticate using OAuth 2.0. This is the preferred authentication mechanism for Elekta software and using it will minimize development burden.
- g. Developers are expected to document how they will respond to security vulnerabilities. Developers' applications should be evaluated for security vulnerabilities routinely, as is industry standard.
- h. Developers' applications should present to users clear guidelines on how their data will be used within the application and where the data will be stored. Users should be informed of how they may remove their data from the application should they wish to stop using the application. This may be documented in a policy or data use agreement.
- i. Elekta will provide Developers with access to a generic testing and development environment (a "Sandbox") where Developers will have access to test data and the ability to create and test Developers API App(s). Your participation in the Sandbox is entirely optional and at no charge to you. The Sandbox will be refreshed monthly at the sole discretion of Elekta. Developer acknowledges and agrees that the Sandbox is not for exclusive use of Developer and is a shared workspace that other third parties may access concurrently to Developer or otherwise.
- j. Application Developers will make no misrepresentation of their relationship with Elekta, their products capabilities, the type of data stored and accessed, and other related items.
- k. Developers represent and warrant that they will not introduce any Harmful Code (as defined below) into Elekta's sandbox. If Developer introduces any Harmful Code, Developer shall notify Elekta in writing of the full extent and nature of the Harmful Code and provide Elekta with instructions for overriding such Harmful Code in emergencies, and Elekta may, in its sole discretion, declare Developer to be in default and terminate access to the Elekta sandbox and Materials. "**Harmful Code**" means any computer virus, ransomware, time bomb, worm, trap door, back door, timer, clock, counter, or other limiting routine, dongle key, instruction, or design that would erase data or programming or otherwise cause the Elekta environment to become inoperable or incapable of being used in the full manner for which it is intended.



14. These terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in these terms will limit either party's ability to seek injunctive relief. Elekta is not liable for failure or delay in performance to the extent caused by circumstances beyond Elekta's reasonable control. If Developer does not comply with these terms, and Elekta does not take action promptly, this does not mean that Elekta is foregoing any rights that it may have (such as taking action in the future). In the event a particular term is not enforceable, this will not affect any other terms. These terms are the entire agreement between Developer and Elekta relating to its subject matter and supersede any prior or contemporaneous agreements regarding this subject matter. These terms are governed by the laws of the State of Georgia, as applied to contracts to be performed wholly within that State, without reference to the choice of law principles thereof. Jurisdiction and venue for all disputes relating to this Agreement shall lie with the state and federal courts located in DeKalb County, Georgia.

15. Developer may not assign, transfer, or otherwise delegate any of its rights, duties, or obligations under these terms in whole or in part to any individual, firm or corporation without the prior written consent of Elekta. Any attempt to assign, transfer or otherwise delegate any of the rights, duties, or obligations under these terms without the prior written consent of Elekta shall be void. Any provision of these terms that by its nature is intended to survive will survive any cancellation, termination or expiration of these terms.