



MOSAIQ ONCOLOGY ANALYTICS EXHIBIT TO THE ELEKTA STANDARD TERMS AND CONDITIONS OF SALE WT1920MA

The terms and conditions contained in this Exhibit shall apply to all MOSAIQ ONCOLOGY ANALYTICS ("MOA").

1. DEFINITIONS.

1.1 "Named Users" shall mean current employee or agent of the Customer that has been issued a User ID by the Customer allowing such individual to access and use MOA as authorized in this Agreement.

1.2 "Customer Data" means the Customer data input that is transmitted to and maintained at the Cloud Service by Supplier in compliance with this Agreement for incorporation into the Customer Database.

1.3 "Customer Database(s)" means the Customer Data stored in the MOA databases that are specific to the Customer.

1.4 "Cloud Service" means the remote facility where the MOA and Customer Databases are installed and maintained for information processing, transmission and data storage services for the MOA. Supplier shall provide access to the remote system through a secure global computer communications network ("Internet").

1.5 "ISP" shall mean Internet Service Provider, a third party providing Customer with high speed access to the internet.

1.6 "Separate Terms" refers to separate license terms, specified in the Scope of Supply or provided separately, that apply to Separately Licensed Third Party Technology.

1.7 "Separately Licensed Third Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.

2. GRANT OF LICENSE. Subject to the provisions of this Agreement, the Supplier hereby grants to the Customer, and the Customer hereby accepts from the Supplier, a nonexclusive, nontransferable, non-assignable limited license to use the MOA utilizing Supplier's Cloud Services for internal purposes only during the term specified in Section 6. The Customer acknowledges and agrees that the MOA is the proprietary information and a trade secret of the Supplier and its Affiliates and that this Agreement grants the Customer no title or rights of ownership in the MOA. The Customer agrees not to market, sublicense, make derivative works of, distribute, permit timeshare, or allow any other access to the MOA other than for the Customer's own internal use as permitted hereby. Customer Databases and Customer patient data stored in the MOA Cloud are and shall remain the exclusive property of the Customer. The Customer also understands and agrees that for the MOA listed in Exhibit A, Scope of Supply, licensed to Customer for use with the Cloud Service provided hereunder, (i) the provisions of this Section 2 of this Exhibit shall apply, and (ii) the Customer is only authorized to use MOA through the Cloud Service pursuant to this Agreement.

3. ACCEPTANCE. Customer shall inspect MOA promptly upon receipt of delivery. Unless Customer objects in writing within five (5) business days after first use, completion of on-site training, installation or receipt of packing slip from Elekta, whichever occurs first, Customer shall be deemed to have accepted MOA as of the date of such first use, completion of on-site training, installation or receipt of packing slip from Elekta ("Acceptance").

4. AUTHORIZED USE. Customer is authorized to use MOA only as a cloud based solution (per the Specification) at the Site and in compliance with all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws.

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 MOA; (b) create or attempt to create, reverse engineer or otherwise, the source programs or any part thereof from the MOA; or (c) modify the MOA in any manner.

5. MOA WARRANTY. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Supplier warrants that, (i) at the time MOA is delivered to Customer and throughout the term of this Agreement, it will be free of material defects in materials and workmanship, and (ii) the Cloud Services will comply with the applicable documentation in all material respects. Customer's exclusive remedy, and Suppliers sole liability, with respect to any breach of this Section 5 will be for Supplier to use commercially reasonable efforts to promptly correct the applicable defects (provided that Customer notifies Supplier in writing of such defect within the applicable warranty period).

If Supplier is unable, after reasonable effort, to cause MOA to perform substantially in accordance with its Specifications, then this Agreement may be terminated with respect to MOA 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 MOA, Supplier shall refund to Customer all license fees paid by Customer for MOA. Supplier shall have no liability for misuse or modification of MOA by Customer. Supplier's entire liability, and Customer's exclusive remedy, during the Warranty Period will be, at Supplier's option, to attempt to correct or work around errors or to refund the License Fee for the affected the MOA. Any refund is subject to Customer ceasing use of MOA.

Notwithstanding the foregoing, Supplier's warranty does not cover: (a) defects arising out of unauthorized repair, alteration or modification; (b) defects emanating from improper application, improper installation or operation on equipment other than Designated Equipment; or (c) accidental damage, negligence in use, improper storage, electrical power damage, or abnormal operating conditions. This section provides the exclusive remedies for all claims based on failure of or defect in the MOA and this warranty is exclusive and are in lieu of all other warranties, conditions, and guarantees whether written, oral, implied, or statutory. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS SECTION, SUPPLIER MAKES NO EXPRESS WARRANTIES FOR MOA. SUPPLIER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES FOR MOA INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY APPLICABLE LAWS. WITHOUT LIMITING THE FOREGOING, SUPPLIER DOES NOT WARRANT THAT THE OPERATION OF MOA WILL BE UNINTERRUPTED OR ERROR FREE.** Any remedial steps taken by Supplier hereunder shall not extend the applicable warranty period.

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

6. TERM & TERMINATION. The license granted under this Section 6 shall commence upon Acceptance, as defined within this Agreement, of MOA 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. 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 MOA is made without the written consent of Supplier; (c) any transport, movement or attempted transport or movement



by customer of MOA, or the Designated Equipment on which the MOA is operated on, from the Site is made; (d) any modification or adaptation of MOA is made or any attempt to use MOA with any products other than the Hardware is made; or (e) any use of MOA in connection with or on other equipment than the Designated Equipment.

7. CONSEQUENCES OF TERMINATION. Upon the termination of the license to MOA, Customer shall immediately: (a) return modifications of MOA and all copies of any documentation, notes, and other materials with respect to MOA; (b) purge all copies of MOA 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 MOA; and (c) deliver to Supplier a written certification that Customer has complied with all of its obligations under this section.

8. 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 MOA and which perform all or part of the functions performed by MOA. Nothing contained in this Agreement gives Customer any rights with respect to such new or different computer programs.

9. SUPPORT SERVICES. Subject to the terms, conditions and fees set forth in this Exhibit, Supplier will provide Customer with the support services specified in this Section for MOA. Supplier will provide such assistance as is necessary to cause MOA to perform substantially in accordance with its Specifications 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 MOA, the time period within which the release is expected to be issued and a commitment to provide the release at no cost to Customer. New MOA 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.

10. THIRD PARTY TECHNOLOGY. MOA may contain or require the use of Separately Licensed Third Party Technology. If applicable, Customer is responsible for complying with the Separate Terms specified by Supplier that govern the use of Separately Licensed Third Party Technology. The third party owner or provider of such Separately Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology. Additionally, Separately Licensed Third Party Technology shall be subject to the terms set forth in Section 14 of the Standard Terms for Sale.

11. SUPPLIER RESPONSIBILITIES

11.1 The Supplier, pursuant to the terms of this Agreement and these MOA Terms, shall be responsible for:

- a) Within commercially reasonable constraints, provide a secure and redundant environment to operate the applicable MOA Cloud Service.
- b) Selecting equipment for the Cloud Service appropriate to the configuration requirements of MOA and which are compatible with the existing Cloud architecture to deliver MOA Cloud Service.
- c) The installation and/or configuration of MOA Cloud Services in accordance with this Agreement
- d) With participation by the Customer, configuration of MOA.
- e) Periodic monitoring of the utilization and performance of MOA Cloud Service.
- f) Ensure that backups of the Customer Databases are maintained at all times.

1. The Supplier's Recovery Time Objective when the database is completely down, which is the time it takes to restore a corrupt database, is approximately 4 hours.

- g) Provide real-time anti-virus monitoring using updated virus definition on MOA installed in the Cloud.

- h) Notify Customer at least 90 days in advance, if possible, of any planned changes to MOA Cloud.

11.2 Notwithstanding the foregoing, Supplier shall not be responsible for:

- a) The performance or use by Customer of any services by any third party communications services provider or damages caused based on such use or inability to use such services.
- b) Transmission or communication errors or other problems with transmission of Customer Data by Customer to the Cloud Service.

12. CUSTOMER RESPONSIBILITIES In order to ensure that Supplier is able to deliver the Cloud Service and meet the performance standards set forth in these MOA Terms, Customer shall be responsible for, in addition to other provisions in this Agreement:

- a) Designate primary and secondary liaisons that have been trained on the applicable MOA and Cloud Service methods to provide Supplier with all necessary after-hours contact information for such individuals.
- b) Installation and maintenance of all hardware for MOA at Customer facilities required to use the Cloud Service.
- c) Notify the Supplier in writing of any planned Customer-side configuration changes that could affect the Suppliers ability to deliver Cloud Service or impact the performance of the Cloud Service at least three business days prior to making the changes.
- d) Maintain an active high-speed Internet connection to MOA and Customer Databases to ensure MOA Cloud Service capabilities.
- e) Select, pay for, and maintain a relationship with their own ISP promptly install new updates of MOA as requested by Supplier
- f) Submit Cloud Service issues to Supplier's designated contact
- g) Use reasonable efforts to diagnose and resolve problems in the operation of the Customer interface's to the Cloud Service prior to contacting Supplier for Support.
- h) Use reasonable efforts to confirm that reported problems are due to a malfunction of the Cloud Service.
- i) Use all reasonable efforts to consult any Supplier-supplied documentation before submitting questions about the Cloud Service to Supplier.
- j) Notify Supplier of any problems with the Cloud Service in a timely manner (depending on the circumstances, but in no event later than three (3) days after becoming aware of and confirming an issue with the Cloud Service.
- k) Develop and implement security policies and procedures to ensure that only Named Users can use the Cloud Service and access MOA.
- l) Install or allow to be installed the Supplier recommended communication MOA, provide Supplier with access for remote diagnostics in accordance with Supplier's then current system requirements.
- m) Provide Supplier with supervisor security rights as necessary to provide service for MOA.
- n) Schedule adequate time during normal business hours for required training
- o) Perform such other routine maintenance procedures as Supplier may reasonably request from time to time.

13. CLOUD SERVICE HOURS. The Customer may operate MOA using Cloud Service at all times except (1) during the Supplier's twice-monthly maintenance windows, (2) during scheduled downtimes and (3) during infrastructure failures.

13.1 Maintenance Windows: The "Monthly Maintenance Window(s)" are two periods from 6PM to midnight Pacific Time on Friday – per month for software maintenance, and two periods – from 6AM to noon Pacific Time on Saturday – per month for hardware maintenance (Scheduled Maintenance). At Supplier's discretion the maintenance periods may or may not be used in any given month and may or may not be used in their entirety. Supplier reserves the right to perform maintenance outside these target periods if circumstances require.

13.2 "Scheduled Downtimes" are times mutually agreed upon by the Parties when Supplier needs to perform MOA or component upgrades, module or feature additions, MOA re-configuration, or other maintenance that may not be accomplished during a Monthly Maintenance Window. Scheduled Downtimes are also stated in hours. Supplier agrees to provide 72 hours written notice to Customer for Scheduled Downtimes.

14. EXCUSABLE INTERRUPTIONS.

14.1 Customer acknowledges and agrees that (1) the Supplier does not and cannot completely control the flow of data to and from the Customer Databases in the cloud and (2) the Supplier's ability to deliver Cloud Service is dependent on several factors beyond the control of Supplier, including but not limited to (i) Customer equipment, (ii) Customer's network performance, (iii) Customers' ISP, (iv) the Internet, often controlled by one or more third parties, and (v) Force Majeure Events.

14.2 "Infrastructure Failures" are any failures in any part of system that prevent supplier from delivering Cloud Service to Customer and shall not be used as the basis for any Supplier penalties or remedies for the Customer.

The Cloud Service offering may be changed at any time during the Term of this Agreement at Supplier's discretion, provided however any changes will not result in a material reduction in the level of performance or availability of MOA purchased by Customer during the Term.

15. SYSTEM AVAILABILITY.

15.1 System Downtime Notification: Supplier agrees that it will not cause Cloud Service interruptions for unscheduled events without the permission of an authorized representative of the Customer, and Customer agrees that such permission shall not be unreasonably withheld. Supplier shall not be required to notify the Customer for Cloud Service interruptions caused by Monthly Maintenance Windows, any Scheduled Downtimes previously agreed to by the Parties, or other service interruptions beyond the control of the Supplier.

15.2 System Availability: Supplier agrees to notify an authorized representative of the Customer by phone or electronic messaging when the Cloud Service become available after any interruption of Cloud Service.

16. MOA DATA STORAGE. The Customer acknowledges and agrees that changes to MOA features and the addition of new modules may be cause for review of the Cloud Service terms of this Agreement.

17. PRICE ESCALATION. Supplier is entitled to adjust MOA Cloud Service Fees on a yearly basis in accordance with Supplier's price for MOA Cloud Service.

18. TERMINATION. The Supplier shall have the right to terminate the grant of MOA Cloud Service licensed under this Exhibit immediately upon written notice to the Customer without further obligation or liability to the Customer if the Customer commits any breach of this Agreement, including, but not limited to: (a) any sublicense, assignment or transfer or attempted sublicense, assignment or transfer by the Customer of MOA is made without the consent of Supplier; (b) any transport, movement or attempted transport or movement by the Customer of the MOA delivered using Cloud Service from the cloud made by the Customer without prior written consent of Supplier.