Temporary Product Usage Agreement

Elekta, Inc. ("Elekta") is pleased to offer _____ (hereinafter "Customer", located at _____(hereinafter "Customer Address") the opportunity to use the Product, as described below, for a period not to exceed ninety (90) days to facilitate contouring and peer review from remote locations. Elekta hereby agrees to provide Customer with a non-exclusive, non-transferable, non-assignable limited license to use the Product free of charge, for internal use only for not to exceed ninety (90) days ("Usage Period"). This offer is not contingent on any past, present or future purchase of Elekta products or services. Customer is not obligated to purchase the Product at the end of the Usage Period.

The Terms & Conditions of this offer are outlined below and in the attached Addendum:

- This product is for non-clinical use only and may not be used in connection with the delivery of any clinical treatment.
- This Product is designated for cloud use only and may not be installed locally at Customer's site.
- Product may not be transferred, assigned, or sold to another entity without the prior written consent of Elekta.
- Product may not be used to support any publication without the prior written consent of Elekta.
- Customer and Elekta acknowledge and agree that Elekta shall not be responsible for any decisions made by Customer in connection with its use of the Product.
- Customer may not export the Product outside of its home country without the prior written consent of Elekta, and Customer is solely responsible and liable for complying with all applicable international trade and export control laws that apply to Product.
- Usage Period: Not to exceed ninety (90) days from date of account creation. No extensions of the Usage Period are permitted without the prior written consent of Elekta.
- Upon expiration of the Usage Period or termination of this Agreement, Customer shall cease use of the Product; erase any and all patient and protected health information from the Product. Elekta will remove access to the unique ProKnow subdomain and discontinue providing any service on the Product, including any cloud service.
- Upon expiration of the Usage Period or termination of this Agreement, Elekta will arrange for the removal of the Customer-specific Account and discontinue providing any service on the Product, including any cloud service.
- Customer is responsible for any lost parts/data or damage to the Product during the Access Period.

Elekta retains full ownership of the Product, which includes, but is not limited to all equipment and software.

NOTICE TO U.S. CUSTOMERS: This usage may be subject to the discount provisions of the federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), and the discount safe harbor regulations at 42 C.F.R. § 1001.952(h). In accordance with such provisions, the Product may not be sold or submitted for reimbursement or billed as a separate charge to a patient or third-party payor. Any claims or cost reports required to be submitted should accurately reflect that Product was provided by Elekta at no-charge. Additionally, any free-of-charge use of the Product in excess of ninety (90) days may need to be reported by Elekta pursuant to the U.S. Physician Payments Sunshine Act.

By signing below, you agree to accept the Terms and Conditions of the Agreement.

Customer Acceptance:

Signature: _____ Date: _____

Name: _____ Title: _____

E-mail: _____ Telephone: _____

Restricted Information and Basic Personal Data

Product Details:

1 **ProKnow Package for Temporary Access**

This package includes the following:

- Dedicated proknow.com subdomain (e.g., example.proknow.com) hosted in Elekta's MS Azure environment.
- Access for unlimited users from a SINGLE institutional site (an institutional site is defined as a single, physical, clinical location from which users access ProKnow).
- 2GB of storage
- Onboarding program consisting of self-learning videos and weekly webinars with Elekta staff
- Best available e-mail support during Elekta local office business hours excluding local public holidays.

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ADDENDUM

The Usage Agreement between Elekta, Inc. and _____ (hereinafter "Customer"), dated _____ regarding the Customer's use of the Product shall be governed by the terms of this Addendum as stated below:

- It is acknowledged and agreed that this Product is the proprietary information and a trade secret of Elekta, Inc. ("Elekta") and that Customer has no title or rights of ownership granted in the Product.

- ***Restrictions on Use***. Customer is authorized to use the Product only as directed by Elekta (as specified in the Specification) at the Customer's 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 agrees that while this agreement is in effect, or while Customer has custody or possession of any property of Elekta, Customer will not (i) copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, or other version of the Product, documentation or information furnished by Elekta, in machine-readable form other than five (5) copies of the Product for back-up or archival purposes only; (ii) create or attempt to create, reverse engineer or otherwise, the source programs or any part thereof from the Product or from other information made available under this agreement or otherwise (whether oral, written, tangible, or intangible); or (iii) modify the Products in any manner without the express written authorization of Elekta. Customer may copy for its own use and at its own expense training materials and other terminal-user-oriented materials. All such copies shall contain Elekta copyright notice and ownership declaration.

- ***Indemnification***. Customer shall indemnify Elekta and its affiliates, agents, servants, and employees and hold them harmless from and against all damages, claims, judgments and liabilities resulting from Customer's use of the Product provided by Elekta under this Agreement.

- ***DISCLAIMER OF WARRANTY.*** THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER. ELEKTA DISCLAIMS ALL WARRANTIES WITH REGARDS TO THE PRODUCT INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ELEKTA FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONJUNCTION WITH, THE USE OR PERFORMANCE OF THE PRODUCT

- **LIMITATIONS ON LIABILITY.** IN NO EVENT WILL ELEKTA BE LIABLE FOR (1) INDIRECT, INCIDENTAL, COST OF SUBSTITUTE PROCUREMENT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR (2) ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT RESULTING FROM ANY DEFECT IN THE PRODUCTS EVEN IF ELEKTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES. CUSTOMER AGREES THAT ELEKTA'S TOTAL MAXIMUM LIABILITY FOR DAMAGES, IF ANY, SHALL NOT EXCEED THE SUMS PAID TO ELEKTA BY CUSTOMER FOR THE PRODUCT.

- ***Confidential Information*** The term "Confidential Information" means any nonpublic information of a party, in oral, written, graphic or machine-readable form, including without limitation that which relates to medical information concerning patients and patient records, trade secrets, research, product plans, products, inventions, processes, designs, algorithms, source code, programs, business plans, agreements with third parties, services, customers, marketing or finances, which is designated as confidential or proprietary by the disclosing party at the time of disclosure, or which considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the receiving party to be confidential.

- ***Requirements and Restrictions on Confidential Information*** Each party will not use any Confidential

Restricted Information and Basic Personal Data

Information disclosed to it by the other for any purpose other than to further business transactions and related discussions between the parties. Neither party will disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees, other than (i) directors, officers, employees, consultants, attorneys, accountants, and agents of the receiving party who require that information in order to further business transactions between the parties and who are bound by nondisclosure obligations sufficient to enable the receiving to comply with its obligations under this agreement, or (ii) to comply with applicable law. Each party will be liable for misuse and/or improper disclosure of the other's Confidential Information by its directors, officers, employees, consultants, attorneys, accountants, and agents. Each party will maintain all Confidential Information of the other with the strictest care and in trust for the sole and exclusive benefit of the disclosing party. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention

- ***Exceptions*** Neither party will have any obligation under this Agreement with respect to Confidential Information, other than patient identifiable data, that: (i) is or subsequently becomes publicly available without breach of any obligation under this Agreement; (ii) was in the possession of the other party prior to the time of first disclosure hereunder; (iii) is developed by the other party without any use of or reference to any Confidential Information received from the first party; (iv) is obtained without restriction from a third party reasonably believed by the other party to be free to provide such information without breach of any obligation owed to the first party; (v) is publicly disclosed with the prior written approval of the other party; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body; provided, however, that the other party will take all reasonable steps to provide first party with sufficient prior notice to contest the order or requirement. If the receiving party claims that Confidential Information received by it is subject to any of the exclusions contained in clauses (i) through (vi) above, it shall have the burden of establishing the applicability of such exclusion by clear and convincing documentary evidence.

- ***Usage Period***: Upon expiration or termination of the Usage Period, Customer shall immediately cease use of the Product, return the Product, all copies of the Product, and all documentation to Elekta, as applicable. At termination or expiration all other rights granted to the Customer hereunder for the Product shall immediately cease, and Customer shall immediately (i) return the Product to Elekta together with all reproductions and modifications of the Product and all copies of any documentation, notes, and other materials respecting the Product; (ii) purge all copies of the Product or any portion thereof from any computer storage device or medium on which Customer has placed or has permitted others to place Product; and (iii) give Elekta a written certification that Customer has complied with all of its obligations hereunder. Should Customer fail to return the Product to Elekta promptly upon termination or expiration of the Usage Period, Customer shall be obliged to purchase the Product at the full list price. Elekta's termination of the Usage Agreement and repossession of the Product shall be without prejudice to any other remedies Elekta may lawfully possess.

- ***Governing Law***: The Usage Agreement together with this Addendum shall be governed by and constructed in accordance with applicable United States federal law and the laws of the State of Georgia, without regard to conflicts of law principles.

Restricted Information and Basic Personal Data