



1. DEFINITIONS The following words and terms shall have the meaning set forth opposite them in this Section 1:

"Alpha-Omega" shall mean Alpha-Omega Services Corporation, a corporation organized under the laws of California.

"Installation Test Protocol" means Supplier's standard protocol for testing the LGK, as revised from time to time by Supplier.

"Estimated Date of Delivery" means the estimated date of delivery of the New Cobalt Supply to the Site, which is indicated on the Executive Summary. Customer and Supplier agree that the Estimated Date of Delivery is a target date only, and the Supplier shall not be liable for deviations of the actual date of delivery that are beyond the Supplier's reasonable control of the New Cobalt supply from the Estimated Date of Delivery.

"LGK" means the certain equipment used for stereotactic radiosurgery known as Leksell Gamma Knife® that Customer heretofore has purchased from Supplier.

"Licenses" are defined in Section 3.1.

"New Cobalt Supply" means the new supply of Cobalt-60 sources to be installed in the LGK.

"Old Cobalt Supply" means the supply of Cobalt-60 sources in the LGK as of the date hereof to be removed by Supplier.

"Reloading Fee" means the price payable by Customer relating to the Reloading Services as set out in the Executive Summary.

"Reloading Services" means the services to be provided by Supplier hereunder as described in Section 2 hereof.

"Replacement Parts" are defined in Subsection 2.3 hereof.

"Specification" refers to the technical standards with which the LGK shall comply as described on the Scope of Supply and as hereafter modified pursuant to Subsection 3.7 hereof.

"Subcontractor Services" are defined in Section 5 hereof.

2. SCOPE OF RELOADING SERVICES

2.1 Supplier shall remove the Old Cobalt Supply from the LGK and dispose of the Old Cobalt Supply at a licensed facility in accordance with federal, state and local laws and regulations.

2.2 Supplier shall arrange and pay for the delivery of the New Cobalt Supply to the Site at the risk and cost of Supplier and by personnel of Supplier's choosing. Title to, and risk of loss of, the New Cobalt Supply shall pass to Customer when Supplier effects proper installation of the New Cobalt Supply and Customer provides written acceptance of the proper installation at the Site to Elekta.

2.3 Supplier shall install the New Cobalt Supply in the LGK. Supplier shall also perform any required maintenance on, and if applicable, shall replace necessary parts for the LGK (the "Replacement Parts").

2.4 A detailed description of the Reloading Services is included in Scope of Supply hereto.

3 RELOADING

3.1 Customer shall obtain all licenses, permits, approvals, consents, and authorizations which may be required of Customer by any local, state or federal governmental or other regulatory agency for the receipt and possession of the New Cobalt Supply in the LGK at the Site, and the continued use by Customer of the LGK (hereinafter collectively the "Licenses"). Supplier or its subcontractors shall obtain all licenses, permits, approvals, consents and authorizations which may be required of Supplier or its subcontractor for the removal of the Old Cobalt Supply and its disposal per Subsection 2.1 hereof, from the LGK and the installation of the New Cobalt Supply in the LGK at the Site.

3.2 Each party shall, no later than sixty (60) days before the Estimated Date of Delivery or as otherwise mutually agreed upon in writing between the Parties, submit to the other party a copy of the licenses, permits, approvals, consents and authorizations described in Subsection 3.1 hereof.

3.3 Customer shall provide such access to the Site as may be required by Supplier for the performance of the Reloading Services. Customer shall also provide a secure area for equipment of Supplier and its subcontractors and parking for all personnel of Supplier and its subcontractors.

3.4 Customer shall be responsible for securing the site and such areas adjacent to or in the vicinity of the site as may be designated by Supplier or its subcontractors, at all such times as Supplier or its subcontractors may reasonably require in order to perform the Reloading Services.

3.5 Customer shall, at its own expense, prepare the Site as necessary for the performance of the Reloading Services. Customer shall also be responsible for the positioning and rigging of the LGK on its foundation.

3.6 In case of Customer's delay in obtaining the licenses, permits, approvals, consents or authorizations described in Subsection 3.1 hereof, or if for any other reason Customer is unable to receive the New Cobalt Supply at the Site or otherwise perform its obligations under the Agreement (including sections 3.3 and 3.4 hereof), either at the time the New Cobalt Supply arrives at the Site or thereafter, upon mutual agreement, Supplier may elect not to perform the Reloading Services and instead to transport and to store the New Cobalt Supply or to defer its initial shipment from the hot cell from which it originates until such time as the Customer is ready to receive the New Cobalt Supply and to perform its obligations hereunder. In case of Supplier's delay in obtaining and providing to the Customer a copy of permits, approvals, consents or authorizations described in Subsection 3.1 hereof or otherwise perform its obligations under the Agreement, Customer may elect to postpone the Reloading Services until such time as the Supplier is ready to perform its obligations hereunder.

3.7 In the event of an election by Supplier pursuant to Subsection 3.6 hereof:

(a) the Specification shall be modified to reflect the reduction in minimum activity of the New Cobalt Supply corresponding to the time of the storage and transportation thereof;

(b) Customer shall reimburse Supplier for Supplier's reasonable incremental expenses incurred as result of such delay, including without limitation, reasonable storage and insurance costs.

3.8 Upon completion of the installation of the New Cobalt Supply in the LGK, in the presence of Customer and under the supervision of the radiation safety officer of the Customer, Supplier shall perform the Installation Test Protocol. The Reloading Services shall be deemed to have been satisfactorily completed after the Installation Test Protocol has been



completed and has demonstrated that the LGK complies with Specification and Supplier has completed the performance of the Reloading Services

Any noncompliance with the Specification revealed during performance of the Installation Test Protocol shall be remedied by Supplier at Supplier's costs, unless such noncompliance is caused by the Customer or the failure of the Site to meet the Site Planning Criteria specified in the purchase Agreement between Customer and Supplier pursuant to which Customer purchased the LGK. Immediately after the Installation Test Protocol has been completed to the mutual satisfaction of Supplier and approved by the Customer, they shall sign a certificate prepared by Supplier to the effect that the Installation Test Protocol has been successfully completed. After Supplier has commenced the Reloading Services, Customer shall not run, operate, or otherwise use the LGK except for the purpose of conducting the Installation Test Protocol, until the Installation Test Protocol has been successfully completed and completion certificate signed.

4. WARRANTY; LIMITATION OF LIABILITY

4.1 Supplier warrants that the Replacement Parts and New Cobalt Supply will be free from defects in materials and workmanship causing noncompliance with the Specification, as amended, for a period of one (1) year, but this warranty shall not apply in any form with respect to:

- (a) defects arising out of Replacement Parts provided, modified or designed by Customer;
- (b) defects caused by Customer's improper use or maintenance;
- (c) normal deterioration or normal wear and tear, including radioactive decay of the New Cobalt Supply, or
- (d) defects resulting from repairs or service of the LGK supplied other than by Supplier or its authorized representative.

In the event that any of the Replacement Parts or the New Cobalt Supply fail to comply with this warranty obligation, Supplier shall repair or replace such defective Replacement Part or New Cobalt Supply.