



PROFESSIONAL SERVICES EXHIBIT TO THE ELEKTA STANDARD TERMS AND CONDITIONS OF SALE WT1920PS

"Professional Services" means the Professional Services to be provided by ELEKTA to Customer under this Agreement and described in a Statement of Work ("SOW"), Scope of Supply, or Cover Page.

1. Interpretation. In the event that a provision in a Professional Services SOW conflicts with a provision in this Agreement, the provision of this Agreement shall prevail over the provision in that SOW, but only to the extent of the conflict. The division of this Agreement into Articles and Sections and the insertion of headings in this Agreement or any SOW are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any SOW. This Agreement and the SOWs constitute the entire agreement between the parties with respect to their subject matter and cancel and supersede any prior understandings or agreements between the parties.

2. Provision of Professional Services

2.1. Professional Services. During the term of this Agreement ELEKTA will provide Customer, and Customer will accept from ELEKTA, Professional Services that are described in one or more SOWs. Each SOW shall automatically incorporate the provisions of this Agreement and shall describe in detail the tasks to be performed by ELEKTA, the price to be paid by Customer, and such additional provisions as the parties may agree upon. In the event that Customer wishes to issue purchase orders subsequent to the execution of the relevant SOW, each purchase order shall automatically incorporate the provisions of this Agreement and the relevant SOW and shall not change, add to, or otherwise affect the terms of this Agreement or any SOW.

2.2. Customer Assistance. Customer shall assist ELEKTA in the performance of the Professional Services by making available to ELEKTA on a timely basis all Equipment, Software, documentation, information, and personnel reasonably required by ELEKTA, as ELEKTA may indicate to Customer from time to time. Customer shall also ensure that the Customer personnel so made available to ELEKTA are familiar with Customer's requirements and have the expertise and capabilities necessary to so assist ELEKTA.

2.3. Changes. At any time during the term of this Agreement, either party may request changes by submitting such requests to the other party in writing. Within a reasonable time, but in any event not more than thirty days after receiving Customer's written request for a change, ELEKTA will advise Customer whether the change can be made and the effect the change would have. Within a like period after receiving ELEKTA's request for a change, Customer will notify ELEKTA whether it authorizes the implementation of the change under the revised terms or rejects the change proposed. Pending authorization to implement requested changes, ELEKTA shall proceed in accordance with the then-existing terms of this Agreement and the SOWs. To authorize a change, both parties shall execute and deliver a written document setting forth the change. Once such a document has been executed and delivered, the Agreement and/or the affected SOW shall be amended as provided therein.

2.4. Performance Generally. Each party agrees to perform all of the obligations that it may assume pursuant to this Agreement or any SOW, subject to and in accordance with the terms of this Agreement and any applicable SOW. Without limiting the foregoing, Customer acknowledges and agrees that ELEKTA's obligations and commitments, and in particular any timetables or prices, are subject to Customer's performance of its obligations and the performance by third parties of their respective obligations, as well as the realization of any assumptions which are stated in the applicable SOW or in another document executed by ELEKTA and Customer. If Customer or any third party fails to perform its obligations or if those assumptions are not realized, ELEKTA's obligations and commitments, and in particular any timetables or prices, shall be subject to equitable adjustment. Furthermore, if ELEKTA's cost or work effort is reasonably expected to be increased (whether as a result of lost time or otherwise) because of such a failure or non-realization, ELEKTA may give Customer a notice identifying the problem and specifying the applicable

equitable adjustments. An authorized representative of each party shall promptly sign each such notice to acknowledge the problem and to indicate that party's agreement to the adjustments.

3. Price and Payment for Professional Services

3.1. Price. Customer agrees to pay ELEKTA's charges for the Professional Services in accordance with the provisions of the applicable SOW. If Customer requests ELEKTA to provide Professional Services at a place other than ELEKTA's premises, then Customer shall pay or reimburse ELEKTA for all travel, lodging, meals, and other reasonable out of pocket expenses incurred by ELEKTA. Unless otherwise specified, ELEKTA consulting rates pertain to eight-hour days. The rates and charges applicable to a SOW shall automatically increase on each anniversary of the effective date of that SOW by the same percentage as the percentage increase, if any, of the US Consumer Price Index (All Urban Consumers for All Items, Unadjusted) for the month most recently published as of that anniversary, compared with the corresponding month in the immediately preceding year.

3.2. Estimated Price. If an estimated price is specified in a SOW or elsewhere, it is not warranted by ELEKTA, and it represents ELEKTA's reasonable efforts, based on information made available, to estimate the cost of Professional Services which will be required to accomplish the tasks described.

3.3. Pass Through Expenses. Whenever an ELEKTA charge is to be based on ELEKTA's cost (such as pass-through expenses), ELEKTA will provide to Customer, if so requested, information and documentation sufficient to substantiate ELEKTA's costs with respect to that charge. For the handling and administration of those expenses, a two percent management charge will be added to the pass-through expense amount unless otherwise agreed by the parties.

4. Ownership, Etc.

4.1. Intellectual Property. The allocation of ownership of and Intellectual Property Rights in Intellectual Property created in association with Professional Services shall be as follows:

(a) For Intellectual Property created by Customer, ownership and the Intellectual Property Rights shall belong to Customer;

(b) For Intellectual Property created by ELEKTA or its agents or contractors, ownership and the Intellectual Property Rights shall belong to ELEKTA; and

(c) For Intellectual Property created jointly by ELEKTA or its agents or contractors and by Customer, ownership and the Intellectual Property Rights shall belong to ELEKTA and ELEKTA will grant to Customer, upon payment of all amounts due ELEKTA hereunder, a perpetual license to use the same for Customer's internal business purposes.

4.2. Customer Data. Unless otherwise specified in a SOW, Customer's data shall remain the property and responsibility of Customer, and this Agreement shall not grant ELEKTA rights in that data except for the right to hold and use that data as required for ELEKTA's performance of the Professional Services.

4.3. Rights Relating to Professional Services for Others. Customer acknowledges that ELEKTA, in the normal conduct of its business, may use concepts and improved skills and know-how developed while serving other customers. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly it agrees that notwithstanding the foregoing, ELEKTA may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while serving Customer, subject to ELEKTA's confidentiality obligations under this Agreement. Customer further acknowledges that ELEKTA has proprietary methodologies, techniques, and tools which are valuable assets of ELEKTA and which (together with all



enhancements and modifications) shall remain the sole and exclusive property of ELEKTA.

5. Additional Obligations

5.1. Customer Personnel. Customer shall from time to time identify to ELEKTA Customer employees to whom ELEKTA may deliver data or information in the provision of the Professional Services, and Customer shall make those employees available to ELEKTA for this purpose.

5.2. Space. Customer agrees to provide, at no charge, reasonable facilities for any ELEKTA Equipment and Software which must reside on Customer premises, and Customer will ensure that ELEKTA has sufficient access to such Equipment and Software. Customer will also provide, at no charge, reasonable workspace on Customer premises for employees of ELEKTA who require such work space there to furnish the Professional Services.

5.3. Data. Customer shall, in the manner agreed by the parties, provide ELEKTA with Customer data needed by ELEKTA for its performance of the Professional Services. ELEKTA will not be responsible or liable for any loss, damage, or inconvenience arising by reason of any deficiencies in Customer data.

6. Representations and Warranties

6.1. Quality of Professional Services. ELEKTA warrants that the Professional Services will be performed with reasonable skill and care and by qualified persons authorized by ELEKTA to perform the Professional Services. For any breach of this warranty or failure by ELEKTA to perform Professional Services as required by a SOW (a "Claim"), Customer's sole and exclusive remedies and ELEKTA's entire obligations hereunder and under the applicable SOW shall be to perform or re perform the Professional Services that are the subject of the Claim, or reimburse Customer the amount paid by Customer (or in the case of amounts billed but not yet paid, provide Customer with a credit against charges under the applicable SOW) for the Professional Services that are the subject of the Claim. Customer must notify ELEKTA of any failure to perform within 10 days after performance of the Professional Services. The remedies in this Section 6.1 are expressly in lieu of any and all other remedies which may be available to Customer resulting from the furnishing, the failure to furnish, or the quality of any Service.

6.2. Disclaimer. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED.

7. Personnel

7.1. Independent Contractor. ELEKTA employees shall not be deemed employees or servants of Customer at any time, and ELEKTA is and shall remain an independent contractor for all purposes. Unless otherwise agreed in this Agreement or a SOW, ELEKTA does not undertake to perform any contractual, regulatory, or other obligation of Customer or to assume any responsibility for Customer's business or operations.

7.2. Solicitation of Employees. Customer agrees not to solicit or hire any of ELEKTA's employees or former employees with whom Customer had dealt under this Agreement or any SOW, absent ELEKTA's written consent; this obligation shall apply with regard to each individual until one year after the end of those dealings with that individual. Likewise, ELEKTA agrees not to solicit or hire any of Customer's employees or former employees with whom ELEKTA had dealt under this Agreement or any SOW, absent Customer's written consent; this obligation shall apply with regard to each individual until one year after the end of those dealings with that individual.