



**SERVICE LICENSE EXHIBIT TO THE ELEKTA
STANDARD TERMS AND CONDITIONS OF SALE
WT1920SR**

1. APPLICABILITY OF THIS EXHIBIT. The terms and conditions contained in this Exhibit shall apply to Services.

2. SERVICES. Subject to the terms and conditions set forth here, and payment of the Service Fee, Supplier will provide Customer with Services as specified in the Scope of Supply.

3. TERM, TERMINATION AND AUTOMATIC RENEWAL. The Services shall commence as specified in the Cover Page, shall terminate on the last day of the term specified in the Scope of Supply. If no term is specified in the Scope of Supply, then the initial term for the Services shall be one (1) year. After the initial one (1) year term, Supplier will continue to provide the Customer with Services on an annual basis, provided that the Customer pays Supplier in advance the Service Fee then in effect. Supplier's obligation to provide Services and the Customer's obligation to pay the Service Fees then in effect shall in such case automatically renew on the anniversary date of acceptance of the Hardware or Software, whichever is applicable, in accordance with the procedure described in this Agreement and continue until cancelled by either Party giving the other at least thirty (30) days' prior written notice before the anniversary at which the Services will automatically renew.

4. EXCLUSIONS FROM SERVICES. Services do not include, among other things, labor and replacement parts required because of accident, abuse, neglect, improper use, failure of electrical power, air-conditioning, humidity control, unusual physical or electrical stress, extreme operating conditions or unreasonable operating procedures. The following are specifically excluded from the scope of this Agreement: (a) operating supplies, consumables, or accessories not supplied by Supplier; (b) painting or refinishing of the Hardware, or furnishing of materials for this purpose; (c) electrical work external to the Products; (d) Services not specifically noted in the Scope of Supply; or (e) Services for any of the Hardware and/or the Software, which have been modified, altered, added to, moved, installed, reinstalled or improperly serviced, by other than Supplier personnel or its authorized representative. In the event that Supplier is required to remove, for repair or replacement purposes, any Products whose size will require that physical alterations be made to the Site, then Customer will assume full responsibility for all costs and expenses associated with the movement of the Products.

5. ACCESS. Customer shall promptly provide Supplier with access to all facilities, the Products, performance and maintenance records, supervisor security rights or access to remote diagnostics to access the Products and provide information, assistance and materials that Supplier may request from time to time to facilitate the proper and timely performance of the Services. Customer shall timely procure appropriate licenses and/or permits necessary for Supplier to perform the Services. Customer shall be responsible for adherence with all applicable health and safety requirements, relating to the Services.

6. CUSTOMER'S DUTIES. Customer shall: (a) maintain proper environmental conditions at the Site, perform routine maintenance or make arrangements to have routine maintenance done and maintain reasonable standards of quality control, operations, procedures, safety testing and inspection of the Products; (b) not abuse the Products or subject the Products to unusual stress, extreme operating conditions or unreasonable operating procedures; (c) not attempt to repair, or cause another to repair, the Products; (d) promptly notify Supplier of any defect, failure, or errors that occur during the term of this Agreement; and (e) abide by Supplier's documentation, as updated from time to time, for the Products.

7. SERVICE WARRANTY. Supplier warrants that the Services will be carried out in a competent and professional manner and with all reasonable care and skill. Replacement parts installed outside of the original warranty

issued by Supplier shall be covered by a 90-day parts only warranty. Supplier reserves the right to replace any spare parts with new, modified or refurbished parts of substantially equal quality as the original parts. Any defective part which is replaced when providing the Services shall be the property of Supplier if Supplier so requests. If Supplier is unable, after reasonable effort, to perform Services in accordance to this warranty then the Services may be terminated with respect to the Product so affected at the option of either party hereto without further obligation or liability, except that Supplier shall refund a pro rata portion of the Service Fee. Such termination shall be Customer's exclusive remedy and Supplier's sole liability in connection with this warranty. THE LIMITED WARRANTY PROVIDED IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES. ALL IMPLIED WARRANTIES RELATING TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAWS.

8. NEW SOFTWARE PRODUCTS. New software products are not included in the 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.