

Novacura AB – General Terms for License

1. Background and definitions

1.1 These General Terms for License (in this document; the “**General Terms**”) describes the Customer’s rights and the conditions upon which the Customer may use the Software and the Applications.

1.2 Unless the context clearly specifies or requires otherwise, the following terms and expressions used in these General Terms shall have the meanings assigned to them as defined below.

“**Agreement**” means the main document signed by the Parties and all appendices, including these General Terms.

“**Applications**” means the Base Applications and Customer Applications.

“**Base Applications**” means the standard applications (based on existing workflows) offered by Novacura.

“**Connector**” means the technical interface, created by Novacura AB, between Novacura Flow and the Customer’s underlying systems, including business systems, active directory, printer systems etc..

“**Customer**” means the customer specified in the Agreement.

“**Customer Application**” means an application based on workflows that are customized for the Customer.

“**Defect**” means in respect of (i) Novacura Flow or Base Applications, any defect or deviation from the specification describing the

features and functionality of Novacura Flow or the Base Applications, and (ii) the Connector, any defect which not only has an insignificant impact on the functionality to use Novacura Flow with the Customer’s enterprise resource planning system.

“**License Fee**” means the fees for licensing the Software and Third Party Products as specified in the Purchase Order.

“**Novacura**” means the supplier specified in the Agreement.

“**Novacura Flow**” means the platform Novacura Flow, designed and developed by Novacura AB.

“**Purchase Order**” means a written document entered into by Customer and Novacura which specifies the commercial terms for the licensing of Software, Base Applications, Third Party Products and any related services to be provided to the Customer.

“**Software**” means Novacura Flow and the Connector.

“**Third Party Products**” means any software distributed by Novacura to Customer to which Novacura AB is not the owner.

1.3 Other capitalized words and expressions not defined in these General Terms have the meaning ascribed to them in the main document of the Agreement.

2. License

2.1 License to the Software

The Customer is hereby granted a perpetual, limited and non-exclusive license to use the Software under the terms and conditions stated in these General Terms and the Purchase Order.

2.2. License to Base Applications

To the extent the Customer has purchased a Base Application from Novacura AB (e.g. through agreement in a Purchase Order or purchase through the Novacura online app store), the Customer is granted a limited and non-exclusive license to use the Base Application under the terms and conditions stated in these General Terms. Additional terms of use for the Base Applications may be agreed in connection with each purchase.

2.3 License to Third Party Products

To the extent set forth in a Purchase Order, the Customer is hereby granted a license to the identified Third Party Product(s), subject to the applicable terms and conditions stated in these General Terms and the end-user license terms of such Third Party Product(s).

2.4 Novacura's license to workflows

The Customer hereby grants Novacura a non-exclusive, perpetual and irrevocable right to use, and grant third parties the right to use, (i) any work flows used in the Software and Applications and/or (ii) any Customer Applications.

3. **Base Applications**

3.1 Novacura offers the Customer the possibility to purchase Base Application to enhance the functionality of Novacura Flow.

3.2 The Customer may either purchase a perpetual or subscription based license to use a certain Base Application in accordance

with agreement in the Purchase Order or at the prices set forth in Novacura's applicable pricelist.

4. **Customer Applications**

4.1 A Customer Application may (i) be developed entirely from scratch for the Customer or (ii) consist of a modification of a Base Application.

4.2 In order to obtain the right to modify a Base Application, the Customer must first unlock the Base Application. The fee payable for unlocking the Base Application is set forth in Novacura's from time to time applicable price list, unless otherwise agreed in the Purchase Order. After unlocking the Base Application, the Customer is granted a perpetual license to modify the Base Application and use it as a Customer Application.

4.3 Novacura will continue to offer maintenance, in accordance with the General Terms for Maintenance, for Base Applications which are modified into Customer Applications provided that all modifications of the Base Application are made by Novacura or a partner or affiliate of Novacura. If the modifications are made by a partner or affiliate of Novacura, the Customer needs to sign a Purchase Order for maintenance with such partner or affiliate, who will thereafter be responsible for the provision of maintenance.

4.4 Novacura or its partners and affiliates may offer support services, in accordance with the General Terms for Support, for (i) Customer Applications based on Base Applications modified by Customer or a third party, and (ii) Customer

Applications developed stand-alone for the Customer.

5. Novacura Flow

5.1 Functionalities

Novacura Flow is provided with various functionalities, such as Novacura Flow Server, Novacura Flow Designer, Novacura Flow Runtime, Novacura Flow Admin and Novacura Flow Portal. The license for Novacura Flow granted herein applies to such functionalities as has been specified in the Purchase Order.

5.2 Transmission of information

The Customer acknowledges that Novacura Flow will transmit information about the licensees' use of Novacura Flow to Novacura. The Customer consents to the transmission of this information. If Novacura Flow is in any way prevented to transmit information to Novacura, then the Customer has no right to use Novacura Flow. If prevented to communicate Novacura Flow will issue a warning notice and unless communication is reestablished be automatically disabled and will then need to be reactivated by Novacura.

6. License rights

6.1 All possible rights, including all intellectual property rights and know-how to the Software, Applications and documentation related thereto, are the sole property of Novacura AB. Nothing in this Agreement shall be construed to transfer any ownership to the Customer. In case Customer enters into this Agreement with another supplier party than Novacura AB

(i.e. a Novacura AB affiliate or partner), then the license granted in these General Terms is a sub-license.

6.2 The Customer is only allowed to use the Software and Applications for its internal purposes.

6.3 Access to the Software and Applications shall be granted only to the number of users explicitly set forth in the Purchase Order.

6.4 The Customer is not entitled to:

(i) transfer, grant any sublicenses or in any other way grant a right for a third party to use the Software or Applications without the prior approval of Novacura AB. Notwithstanding the foregoing, the Customer may allow external contractors to use the Software and Applications for the Customer's internal purposes;

(ii) develop or make any amendments to the Software or Applications;

(iii) to decompile or to investigate the source code of the Software or Applications except to the extent expressly permitted by applicable law and solely to the extent the Parties shall not be permitted by that applicable law to exclude or limit such rights.

7. Third Party Products

The Agreement and these General Terms does not apply in respect of Third Party Products. All third party licensors retain all right, title and interest in and to such Third Party Products. The Customer's

use of Third Party Products is subject to any applicable third-party license terms.

8. Fees and payment terms

8.1 Invoices issued by Novacura shall be paid within thirty (30) days from date of issue. Novacura is entitled to add VAT or sales tax (as applicable under local law) on all invoices. Statutory interest rate will be charged from the due date in case of late payment.

8.2 Payment delayed more than sixty (60) days is considered a material breach of contract, which entitles Novacura to terminate the Agreement with immediate effect unless Customer pays the full amount due within ten (10) days of a written notice from Novacura.

9. Warranty

9.1 Novacura warrants for a period of twelve (12) months from delivery of the Software and Base Applications respectively, that the Software and Base Applications are free from Defects.

9.2 The warranty applies provided that Customer gives Novacura written notice of any alleged Defect without undue delay after the Defect was discovered or should have been discovered, and on its own cost submit information that makes it possible for Novacura to detect and investigate the Defect.

9.3 The warranty does not apply in case the Defect is caused by the fault or negligence of Customer or a third party, improper or unauthorized use, failure to correctly install the latest updates and corrections, use in an IT-environment not

recommended by Novacura, modifications or repair which is not made by Novacura AB or its partners or affiliates, a force majeure event or other external factors such as power failure.

9.4 NOVACURA DISCLAIMS ALL WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO QUALITY, MERCHANTABILITY, OPERABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

9.5 Following a written notice of a Defect which prevents the Customer to use the Software (a "blocker defect"), Novacura will (i) upon Customer's request provide a temporary workaround, that meets the Customer's current business process, to overcome the effect of such Defect, within fifteen (15) business days, and (ii) remedy the Defect within three (3) months from receipt of such written notice. If Novacura fails to comply with this section 9.5 the Customer is entitled to a repayment of the License Fees payable under the Agreement for the period during which the remedied Defect has existed, or if the Defect has a material impact and is deemed impossible to remedy, all License Fees payable under the Agreement from the execution thereof with a reduction for any reasonable use of the Software that the Customer may have had.

- 9.6 For all other Defects (other than “blocker defects” as set out in section 9.5), Novacura will use commercially reasonable efforts to correct the Defect with the promptness demanded by the circumstances, or replace the Software or Base Application with a new version.
- 9.7 Novacura shall have no liability for Defects except as set forth in this section 9.
- 10. Infringement**
- 10.1 Novacura will defend any claim against the Customer based on that the Software infringes a third party’s copyright and will indemnify the Customer against any damages awarded by a court of competent jurisdiction, or agreed in a settlement approved by Novacura, arising out of such claim.
- 10.2 The Customer will defend any claim against Novacura based on that the workflows developed by Customer infringes a third party’s copyright and will indemnify Novacura against any damages awarded by a court of competent jurisdiction, or agreed in a settlement approved by Customer, arising out of such claim.
- 10.3 In the event a Party has a suit or proceedings brought against it, the Party shall: (i) notify the other Party without undue delay in writing of any claim, suit or proceeding; (ii) allow the other Party to settle the claim and/or control the defense of any suit or proceedings (provided however, that the other Party acts reasonably and that the indemnified Party is entitled to accept in writing any settlement that includes any liabilities or obligations on that Party’s behalf); and (iii) provide reasonable assistance (at the other Party’s expense) to settle the claim or control the defense of any suit or proceeding.
- 10.4 In the event that the Software, Base Applications, or any part thereof, is held to constitute an infringement and/or its further use, distribution or other disposal is prohibited or restricted, Novacura shall, at its own expense and at its option, either: (i) procure the licenses necessary for the Customer to exercise the rights and licenses granted hereunder, (ii) replace the infringing Software with non-infringing Software of equivalent function and performance to the satisfaction of Customer, (iii) modify the Software so that it becomes non-infringing, without materially detracting from function or performance, or (iv) repay the License Fee with a reduction for any reasonable use of the Software that the Customer may have had.
- 10.5 A Party having granted a license hereunder shall not be liable to the other Party for infringement claims based on the fact that the licensed property has been modified, used, operated or combined by the receiving Party in a manner, to an extent or during a time period for which license was not granted. The remedies set forth in this section 10 shall be the Parties’ exclusive remedy with regard to infringement claims.
- 11. Limitation of liability**
- 11.1 The Parties’ liability under any cause of action arising under these General Terms or under any

indemnity contained in these General Terms, shall in no event exceed one hundred (100) percent of the License Fee.

- 11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AND THEIR AFFILIATES AND PARTNERS SHALL IN NO EVENT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA OR BUSINESS INTERRUPTION.

12. Data protection

- 12.1 As part of providing a license under this Agreement to the Customer, Novacura may process personal data.
- 12.2 Novacura may process personal data only for purposes necessary for the licenses granted hereunder and only in accordance with the instructions from the Customer as set forth in this Agreement or otherwise agreed or provided. Novacura shall at all times act in accordance with applicable data protection legislation (including but not limited to the EC Directive 95/46 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, or any such directive or regulations that in the future may replace said directive).
- 12.3 In the event that Novacura wishes to contract a subcontractor for purposes necessary for a license granted under this Agreement, No-

vacura shall ensure that such subcontractor act in accordance with the applicable data protection legislation and follow instructions that may be given from time to time by the Customer.

- 12.4 After the termination of this Agreement, Novacura will upon request from the Customer return all personal data to the Customer in the available format and in accordance with Novacura's defined routines. Novacura will charge for this in accordance with its from time to time applicable standard hourly fees. Novacura does not guarantee that the personal data can be accessed and used properly outside the Software.

13. Term

- 13.1 The license granted hereunder takes effect after installation of the Software. The license to the Software is perpetual and valid as long as these General Terms has not been terminated for cause. Novacura may terminate the license granted hereunder by giving thirty (30) days' notice only if the Customer fails to comply with the provisions set forth in this Agreement.
- 13.2 In the event that this Agreement is entered into by an affiliate partner of Novacura, and the license granted hereunder is granted as a sub-license, such entity shall have the right to transfer all rights and obligations under the Agreement to Novacura.
- 13.3 Upon termination the of the Agreement or of these General Terms the Customer's right and licenses granted hereunder shall automatically terminate, and the Customer

shall return, erase or destroy all copies of the Software and Third Party Products.