

General Terms for the Novacura Marketplace**1. Background**

- 1.1 These General Terms and Conditions for the Novacura Marketplace (in this document; the “**General Terms**”) describes the Customer’s rights and the conditions upon which the Customer may use the Novacura Marketplace and Applications as ordered by the Customer under a Sales Order.

2. Service Commencement Date

- 2.1 Upon the Service Commencement Date and during the Subscription Term, Novacura shall make the Novacura Marketplace and Applications available to the Customer from the Connection Point in accordance with the Sales Order.

3. The Novacura Marketplace Offering

- 3.1 The Customer may access Novacura’s current offering on the Novacura Marketplace, which may include from time to time the possibility to purchase, freely download and/or subscribe to Applications and components in accordance with these General Terms.

- 3.2 The Novacura Marketplace and the Applications are provided on an “as is”-basis, without any warranty, either expressed or implied, regarding reliability, accuracy or completeness.

3.3 Base Applications

Novacura offers the Customer the possibility to download Base Applications provided by Novacura or Novacura Labs. Some Base Applications require subscription and some will be provided for free without cost. Base Applications can consist of ready to use applications or components that can be used as parts of a developed application.

3.4 Customized Applications

A Customized Application consists of a Base Application modified by Novacura or by Novacura partners.

For Customized Applications offered by Novacura partners, the Customer will be linked to a form enabling Novacura or Novacura partner to contact the Customer in order to download the Customized Applications. For the avoidance of doubt, the Customized Applications will be quoted and delivered by Novacura or Novacura partner and may be subject to the applicable terms and conditions of such Novacura partner (if applicable) in addition to these General Terms.

3.5 Customer Application

A Customer Application consists of an unlocked Base Application modified by or on behalf of the Customer. In order to obtain the right to independently modify a Base Application, the Customer must first unlock the Base Application as agreed in the Sales Order.

Customer Applications do not become part of the Novacura Marketplace (whether modified or developed by Novacura, Customer or a third party). Customer, or its contractor, will retain all intellectual property rights relating to the modifications and/or developments of the Customer Application. For the avoidance of doubt, any and all intellectual property rights to the unlocked Base Application shall remain with Novacura AB and Customer’s use of the Base Application as a base for its Customer Application is subject to these General Terms. Customer may not copy, sell, resell, transfer, otherwise distribute, or grant any sublicenses or in any other way grant a right for a third party to use any Customer Application, which is based on a Base Application.

4. Downloading Applications and Payment Terms

- 4.1 The Customer must enter the Agreement regarding a subscription for access to the Novacura Marketplace and Applications. After entering into a Sales Order, the Customer will be provided with an account which enables the Customer and its Users to access the agreed content.
- 4.2 In order to download any Applications on the Novacura Marketplace, the User must (i) be logged in to the Novacura Marketplace, and (ii) comply with these General Terms in their entirety.
- 4.3 Some of the Base Applications may be available on the Novacura Marketplace for free and not require a subscription fee (but does for the avoidance of doubt still require log in).
- 4.4 For the Base Applications, the Subscription Term is twelve (12) months. During the Subscription Term, the Customer may access and download any of the Base Applications as available in the Novacura Marketplace (Customer may however be limited to the free Base Applications if the Sales Order is limited to such). Unless a subscription is terminated three (3) months before the expiry of the Subscription Term, the subscription will automatically be renewed for another twelve (12) months starting from the end of the previous Subscription Term subject to Novacura's updated price list. To end the subscription, the Customer should contact Novacura Sales.
- 4.5 For Novacura Customized Applications, the fees payable for customization work will be agreed upon in the applicable Sales Order.
- 4.6 Any applicable sales tax, value added tax and other taxes, fees, and charges shall be charged in addition to Novacura's stated fees/prices. Novacura is entitled to, in its own discretion, continuously revise the prices and pricing model.
- 4.7 Payment shall be made against invoice, within thirty (30) days from the date of the invoice. Any complaints regarding an invoice shall be submitted in writing not later than ten (10) days from the Customer's receipt of the invoice. If payment is not made when due, Novacura is entitled to charge a fifteen percent (15%) annual penalty interest after the due date.

5. Local Software

- 5.1 In order for the Novacura Marketplace and Applications to work properly, the Customer may need to update or install Local Software provided by Novacura. Novacura may, but has no obligation to, include a description and technical information for the Applications.
- 5.2 Notwithstanding anything to the contrary in the Agreement, the Agreement does not apply in respect of Local Software that constitutes Third Party Products. All third party licensors retain all right, title and interest in and to such Third Party Products. Unless otherwise agreed in writing, the Customer's use of such Third Party Products is subject to the generally available third-party license terms applicable to the respective Third Party Product.

6. Maintenance and support

- 6.1 Downloaded Applications are provided as-is and the subscription/price does not include any support or maintenance. The Customer may request support or maintenance in a separate support agreement, subject to additional fees.

7. Permitted use

- 7.1 The Customer may download Applications on the Novacura Marketplace for use in the Customer's own installation of Novacura Flow Studio. The Customer is entitled to use and modify the Applications as well as use the Applications as a basis for further development in accordance with the provisions set forth in these General Terms, the Acceptable Use Policy and solely for use within Novacura Flow Studio.

8. Customer obligations

- 8.1 The Customer shall provide Novacura with all necessary access and assistance required for the performance of Novacura's undertakings under these General Terms.
- 8.2 The Customer shall continuously review documents, make necessary decisions and provide Novacura with all adequate information, which is necessary for Novacura to be able to fulfil its undertakings.
- 8.3 The Customer shall be responsible for the equipment used to access the Novacura Marketplace and Applications as well as the communication between the Customer and the Connection Point. The Customer shall furthermore be responsible for that it has the equipment, software and systems that are required for the performance of the Novacura Marketplace and Applications and/or that the Customer Software if necessary can communicate and work together with the Novacura Marketplace and Applications. The Customer is consequently responsible for any faults and non-conformities in the Customer Software.
- 8.4 The Customer shall be responsible to procure the necessary licenses and any other rights to Customer Software that is required to utilize the Novacura Marketplace and Applications provided by Novacura.
- 8.5 The Customer shall ensure that (a) any Customer Software and/or Customer Data is free of viruses, Trojan horses, worms or other harmful software or code, (b) any Customer Software is in the agreed format, and (c) any Customer Software cannot, in any way, harm or adversely affect Novacura's systems or the Novacura Marketplace and Applications.
- 8.6 The Customer shall ensure that log-in information, security procedures and other information to which Customer and/or the User have access in order to use the Novacura Marketplace and Applications, is treated confidentially in accordance with the confidentiality obligations set forth in the Agreement. The Customer shall immediately inform Novacura in the event of any security breaches (or attempts thereof) or unauthorized person having obtained knowledge of information pursuant to this clause 8.6.
- 8.7 The Customer warrants that it has the lawful right to use and upload the Customer Data to the Novacura Marketplace and Applications and that the Customer Data (a) do not infringe, misappropriate or otherwise violate any rights, intellectual property or other proprietary rights or violates any privacy rights of any third party or makes unlawful use of a third party's trade secrets, (b) is not false or misleading, (c) is not defamatory, obscene or offensive, and (d) does not violate any applicable law or regulation.
- 8.8 The Customer acknowledges that Novacura Flow Studio, Novacura Marketplace and the Applications will transmit information about the Customer's use thereof to Novacura. The Customer approves the transmission of this information and is responsible for obtaining any necessary permits or approvals for the transmission.
- 8.9 The Customer acknowledges and agrees that Novacura and its affiliates and partners may have access to Customer Data and may need to use Customer Data for the purposes of fulfilling its obligations under the Agreement.
- 8.10 The Customer will be responsible for (a) Users' compliance with the Agreement, these General Terms, the Acceptable Use Policy and any end user license agreement that may be enforced by Novacura from time to time, (b) the accuracy, appropriateness, completeness, quality and legality of Customer Data, (c) Customer's use of Customer Data with the Novacura Marketplace and Applications, and (d) the interoperation of any Customer Application or a third party application provided by Customer which is used with the Novacura Marketplace and Applications.

9. Intellectual Property Rights

- 9.1 Any intellectual property rights, including all other rights to the Novacura Marketplace and Applications (including but not limited to Novacura Flow Studio, Novacura Marketplace and Applications, underlying software and know-how, Local Software, and documentation related thereto, are the sole property of Novacura AB, its affiliates, licensors or partners. Nothing in the Agreement shall be construed to transfer any ownership to the Customer. In case Customer enters into the Agreement with another supplier party than Novacura AB (i.e. a Novacura AB affiliate or partner), any licenses granted in these General Terms is a sub-license.
- 9.2 The Applications are made available for downloading solely for the Customer's internal business purposes, for use in the Novacura Flow Studio and in accordance with these General Terms. Unless otherwise agreed in the Sales Order, to the extent permitted by mandatory law, the Customer agrees that it will not sell, lease, lend, convey or transmit the Applications to any third party or use outside the Novacura Flow Studio.
- 9.3 Subject to the Customer's compliance with these General Terms, the Customer is entitled to use, edit, download, print, display, modify and create derivative works based on Base Applications, for the sole purpose of developing Customized or Customer Applications, which the Customer has downloaded in accordance with section 4 solely for the Customer and its affiliate's business purpose and within the Novacura Flow Studio.
- 9.4 Access to the Novacura Marketplace and Applications shall be granted through electronic means by Novacura, only for the number of Users and limited to the permitted uses as granted in the Sales Order. It is strictly forbidden for the Customer to breach the subscription terms set forth in the Agreement, e.g. by allowing several Users to access the Novacura Marketplace and Applications through a User account designated for a single User.
- 9.5 Unless expressly permitted by these General Terms (see permitted amendments to Applications in Section 7.1), Customer is not entitled to:
- (a) transfer, grant any sublicenses or in any other way grant a right for a third party to use the Novacura Marketplace and Applications or Local Software without the prior approval of Novacura;
 - (b) develop or make any amendments to the Novacura Marketplace and Applications or Local Software; or
 - (c) decompile or reverse engineer the source code of the Novacura Marketplace and Applications or Local Software except to the extent expressly permitted by mandatory law.

10. Security Audits

- 10.1 Novacura is entitled to inspect and monitor relevant aspects of the business of the Customer in order to verify the due and proper fulfilment of the obligations set out in the General Terms. The Customer shall make available to Novacura all information necessary to demonstrate compliance with the obligations in the General Terms.

11. Warranty

- 11.1 NO WARRANTIES. NOVACURA, AND OUR AFFILIATES, SUPPLIERS, RE-SELLERS, DISTRIBUTORS, PARTNERS AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO THE CUSTOMER'S USE OF THE NOVACURA MARKETPLACE, APPLICATIONS OR LOCAL SOFTWARE. THE CUSTOMER UNDERSTANDS THAT USE OF THE NOVACURA MARKETPLACE, APPLICATIONS

OR LOCAL SOFTWARE IS AT THE CUSTOMER'S OWN RISK AND THAT NOVACURA PROVIDES THE NOVACURA MARKETPLACE, APPLICATIONS AND LOCAL SOFTWARE ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." NOVACURA DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE NOVACURA MARKETPLACE, APPLICATIONS OR LOCAL SOFTWARE. NOVACURA RESERVES THE RIGHT TO REMOVE ANY APPLICATION WHETHER DOWNLOADED BY THE CUSTOMER OR NOT, FROM THE NOVACURA MARKETPLACE AT ANY TIME IN ITS SOLE DISCRETION. TO THE EXTENT PERMITTED UNDER THE CUSTOMER'S LOCAL LAW, NOVACURA EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT.

12. Customer Indemnity

12.1 Customer agrees to indemnify, defend and hold harmless Novacura, its affiliates, and partners from and against any and all losses incurred arising out of or relating to any claim, action, demand, inquiry, audit, proceeding, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise by a third party that arise from or relate to: (a) Customer Data; (b) Customer's breach of any of its obligations, representations, warranties or covenants under this Agreement; (c) unauthorized use of the Novacura Marketplace; (d) Customer or its Users' gross negligence or willful misconduct or fraud; or (e) Customer's use of Novacura Marketplace, including in combination with any third party software, application or service. Customer will fully cooperate with Novacura, its affiliates and partners in the defense of any claim defended by Customer pursuant to its indemnification obligations under this Agreement and will not settle any such claim without the prior written consent of Novacura.

13. Limitation of Liability

13.1 NOVACURA IS UNDER NO CIRCUMSTANCES RESPONSIBLE FOR THE CUSTOMER'S LOSS OF PROFITS, LOSS OF EARNINGS OR GOODWILL, LOSS DUE TO DISRUPTION OR DOWN-TIME, LOSS OF DATA, OR THE CUSTOMER'S LIABILITY TOWARDS ANY THIRD PARTY, OR INDIRECT OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER. NOVACURA IS FURTHER NOT LIABLE FOR THE TRANSFER OF INFORMATION VIA INTERNET WHEN THE CUSTOMER USES THE NOVACURA MARKETPLACE OR APPLICATIONS (INCLUDING ANY SECURITY BREACH OR LOSS OR DAMAGE TO DATA), UNLESS CAUSED BY NOVACURA'S MATERIAL BREACH OF ITS OBLIGATIONS SET OUT IN THE SERVICE DESCRIPTION.

13.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE GENERAL TERMS, IN NO EVENT WILL THE AGGREGATE LIABILITY OF NOVACURA TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE PRODUCTS OR SERVICES PROVIDED UNDER THESE GENERAL TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID TO NOVACURA (IF ANY) PURSUANT TO THESE GENERAL TERMS IN THE SIX (6) MONTHS PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THESE GENERAL TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

13.3 NOVACURA'S OBLIGATION TO INDEMNIFY AND DEFEND THE CUSTOMER SET OUT IN CLAUSE 15.1 BELOW CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY IN RELATION TO ANY INFRINGEMENT CLAIM AND NOVACURA SHALL HAVE NO LIABILITY WHATSOEVER IN ADDITION TO THE OBLIGATIONS IN CLAUSE 15.1.

14. Subcontractors

- 14.1 Novacura may at its own discretion use or engage subcontractors in relation to the Novacura Marketplace and Applications. Novacura shall be responsible for the performance and acts of such subcontractors unless the subcontractor has been appointed by the Customer.
- 14.2 The Customer may at its own discretion use or engage external contractors to use the Novacura Marketplace and Applications and Local Software for the Customer's internal purposes and subject to the Agreement and these General Terms (including but not limited to section 9 concerning Intellectual Property Rights). The Customer shall be fully responsible for the performance and acts of such external contractors.

15. Infringement

- 15.1 Novacura will defend the Customer against any claim brought against the Customer by a third party alleging that the Novacura Marketplace, Applications or Local Software (for the avoidance of doubt excluding any Third Party Products and Customer Applications or any Customized Applications provided by a Novacura partner) infringes such third party's copyright, trademark, or makes unlawful use of such third party's trade secret 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. In the event the Customer has a suit or proceedings brought against it, the Customer shall: (i) notify Novacura without undue delay in writing of any claim, suit or proceeding; (ii) allow Novacura to settle the claim and/or control the defense of any suit or proceedings; (iii) provide reasonable assistance to settle the claim or control the defense of any suit or proceeding and (iv) cease all use of the Novacura Marketplace, Applications or Local Software until the claim, suit or proceeding has been finally settled. In the event that the Novacura Marketplace and Applications or Local Software, or any part thereof, is held to constitute an infringement and/or its further use, distribution or other disposal is prohibited or restricted, Novacura will, 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 Novacura Marketplace and Applications or Local Software with non-infringing software or material, (iii) modify the Novacura Marketplace and Applications or Local Software so that it becomes non-infringing, or (iv) instruct the Customer to permanently cease all use of, and delete, the Novacura Marketplace and Applications or Local Software.
- 15.2 Customer will defend Novacura and its affiliates and partners against any claim either (a) brought against Novacura or its affiliates or partners by a third party alleging (i) that any Customer Data or Customer's use of the Novacura Marketplace and Applications, (ii) Customer Software, Customer Application or a third party application provided by Customer, or (iii) the combination of a third party application provided by Customer and used with the Novacura Marketplace and Applications, infringes or misappropriates such third party's intellectual property rights, or (b) arising from Customer's use of the Novacura Marketplace and Applications or Local Software in an unlawful manner or in violation of the Agreement or any end user license agreement, and will indemnify Novacura and its affiliates from any damages awarded by a court of competent jurisdiction, or agreed in a settlement approved by Customer, arising out of such claim. In the event Novacura has a suit or proceedings brought against it, Novacura shall: (i) notify the Customer without undue delay in writing of any claim, suit or proceeding; (ii) allow the Customer to settle the claim and/or control the defense of any suit or proceedings; and (iii) provide reasonable assistance (at Customer's expense) to settle the claim or control the defense of any suit or proceeding.
- 15.3 Novacura shall not be liable to the Customer for infringement claims based on the fact that the Novacura Marketplace and Applications or Local Software has been modified, used, operated or

combined by the Customer in a manner, to an extent or during a time period for which license was not granted.

15.4 The remedies set forth in this section 15 shall be the Customer's exclusive remedy with regard to infringement claims.

16. Termination

16.1 Upon termination of the Agreement, termination of the Subscription Term in accordance with section 4.4 or, at Novacura's discretion, suspension, all rights and licenses granted to the Customer by Novacura will cease, including the Customer's right to access the Novacura Marketplace and the Applications (including downloaded Applications), and the Customer agrees to permanently delete the Applications and any and all Confidential Information (as defined in the Agreement) that is in the Customer's possession or control. At Novacura's request, the Customer agrees to provide certification of such destruction to Novacura. Notwithstanding the foregoing, Novacura reserves the right to extract such information concerning deletion without notice and/or manually delete such Applications. No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason. Following termination, sections 9 and 17 of these General Terms shall continue to be effective.

16.2 Notwithstanding the foregoing section 16.1, in the event the Customer has had a Subscription Term of at least thirty-six (36) consecutive months, the Customer is not obliged to permanently delete the Applications, and may keep the Applications and additional configurations performed to the Applications for indefinite time. For the avoidance of doubt, nothing in this section 16.1 shall be construed to transfer any ownership to the Customer and the rights granted in this section 16.1 does not apply in the event of the Customer's breach of these General Terms or the Agreement (including but not limited to section 9 concerning Intellectual Property Rights).

17. Customer Data

17.1 The Customer and its Users may, depending on the Novacura Marketplace and Applications, provide Customer Data to the Novacura Marketplace and Applications and create and modify Customer Data within the Applications and/or Novacura Marketplace. The Customer or its Users own all Customer Data. The Customer is responsible for any such Customer Data and the results created from it. Novacura, its affiliates and partners may use Customer Data to the extent necessary to provide Novacura Marketplace and the Applications. For example, the Customer may require Novacura to create and modify Customer Data within the scope of customization or development of applications governed by the Customer. Unless to the extent necessary to provide the Applications or Novacura Marketplace, or as specifically agreed otherwise, Novacura, its affiliates and partners, have no access to Customer Data uploaded to the Applications and/or Novacura Marketplace.

17.2 Unless otherwise agreed in the Sales Order, the Customer is responsible for back up, on its own computer or other device, of any the Customer Data that the Customer store or access via the Applications and/or Novacura Marketplace. Novacura does not guarantee or warrant that any Customer Data that the Customer store or access via the Applications and/or Novacura Marketplace will not be subject to inadvertent damage, corruption or loss.

17.3 Each Party is responsible for its compliance with all applicable data protection laws. As part of providing the Applications to the Customer, Novacura may process personal data, e.g. relating to the Customer's employees and consultants in relation to user administration, ("**Personal Data**"). Novacura may process Personal Data for purposes necessary for managing the Novacura Marketplace and in relation to the Applications.

- 17.4 After the termination of the Agreement or when reasonably requested by the Customer, Novacura shall return all Customer 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 at each time applicable price list. Novacura does not guarantee that the Customer Data could be accessed and used properly outside the Novacura Marketplace and/or Applications.
- 17.5 Novacura may collect anonymous usage data information about the use of the Applications. This anonymous usage data information is the sole property of Novacura, which may use this information for its own purposes (including, but not limited to, to perform, further develop and improve the Applications).

18. Definitions

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 Sales Order signed by the Parties, the Main Agreement and all appendices, including these General Terms.

"Application(s)" shall mean the applications and components in the Base Applications, Customized Applications and/or the Customer Applications available on Novacura Marketplace for use in Novacura Flow Studio.

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

"Service Commencement Date" means the date upon which Novacura shall make the Novacura Marketplace and Applications available to the Customer, as set forth in the relevant Sales Order.

"Connection Point" means the point at which Novacura connects the Novacura Marketplace and Applications to an electronic communications network.

"Customer" means the customer specified in the Agreement.

"Customer Application" means any modification of a Base Application performed by the Customer or other third party.

"Customer Data" means any data or other information (including personal data) that the Customer, or someone on behalf of the Customer, makes available to Novacura through the Novacura Marketplace and Applications or that is created as a result of the Customer's use of the Novacura Marketplace and Applications.

"Customer Software" means any software provided by the Customer and used in connection with the Applications.

"Customized Application" means an application based on workflows that are customized for the Customer. A Customized Application consist of a modification of a Base Application performed by or on behalf of Novacura AB.

"Local Software" means any software to be installed locally by the Customer pursuant to section 5.1.

"Novacura" means the supplier specified in the Agreement.

"Novacura Flow Studio" means the platform Novacura Flow Studio, designed and developed by Novacura AB.

“Sales Order” means a written document entered into by Customer and Novacura which specifies the service to be provided to the Customer.

“Subscription Term” means term during which Novacura shall provide the Novacura Marketplace and Applications to the Customer, as set forth in the Sales Order (12 months for Base Application subscription).

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

“User” means a person who is authorized to use the Novacura Marketplace and Applications on behalf of the Customer or in accordance with an agreement with the Customer.

These General Terms were established by Novacura on [year] - [month] - [day]