

## Novacura's General Terms for Cloud Services

### 1. Background

These General Terms and Conditions for Cloud Services (in this document; the “**General Terms**”) describes the Customer's rights and the conditions upon which the Customer may use the Service(s) ordered by the Customer under a Sales Order. The Service can e.g. consist of different editions of the Novacura Flow platform and/or of individual Base Applications as set forth in the Sales Order.

### 2. Service Commencement Date

Upon the Service Commencement Date and during the Subscription Term, Novacura shall make the Service available to the Customer from the Connection Point in accordance with the Agreement and as set forth in a Sales Order.

### 3. Novacura Flow

#### 3.1 Functionalities

The Service provided under this Agreement includes the functionalities that have been specified in the Sales Order and are further described in the Service Description, such as Novacura Flow Server, Novacura Flow Studio, Novacura Flow Runtime and Novacura Flow Portal.

### 4. Local Software

4.1 In order for the Service to work properly, the Customer may need to install Local Software provided by Novacura. The Customer is hereby granted a limited and non-exclusive license to use such Local Software during the Subscription Term for the purpose of utilizing the Service pursuant to the terms and conditions of the Agreement.

4.2 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.

### 5. Applications

#### 5.1 Base Applications

Base Applications are standardized templates or applications provided by Novacura. Base Applications can consist of ready to use applications or of components that can be used as parts of a developed application. Novacura offers the Customer the possibility to purchase Base Applications subject to the prices set forth in Novacura's at each time applicable price list, unless otherwise agreed in the Sales Order. Some Base Applications may be provided as free templates without cost.

Base Applications can be purchased on a stand-alone-basis as an individual Service, or as an add-on to the Novacura Flow platform in which case it will become an integrated part of the existing Service.

#### 5.2 Customized Applications

A Customized Application consists of a Base Application modified by or on behalf of Novacura AB. The fees payable for customization work will be agreed upon in the applicable Sales Order.

Upon the creation of a Customized Application, such Customized Application will become an integrated part of the Service. The monthly Service Fee payable for a Customized Application will be agreed upon in the applicable Sales Order. Any and all intellectual property rights to Customized Applications shall be held by Novacura AB (note that Customer has the opportunity to obtain intellectual property rights to its bespoke developed or adjusted applications as a Customer Application subject to the terms set out in Section 5.3 below).

### 5.3 Customer Application

A Customer Application consists of either (i) an unlocked Base Application modified by or on behalf of the Customer, or (ii) an application independently developed by or on behalf of the Customer (not being based on a Base Application). In order to obtain the right to independently 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 at each time applicable price list, unless otherwise agreed in the Sales Order.

Customer Applications do not become part of the Service (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. Except as set forth in this Agreement, 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.

### 5.4 Development Services

Customer may subscribe to a fixed number of consultancy hours per month to be used for customization or development of applications ("**Development Services**"). The subscription shall be set forth in the Sales Order. The performance of Development Services shall be governed by the General Terms for Consultancy Services.

## 6. **Availability of the Service**

- 6.1 Novacura shall use commercially reasonable efforts to make the Service available during the Service Time, excluding any Permitted Downtime and Downtime caused by (i) circumstances attributable to the Customer, such as faults in the Customer's equipment or software, (ii) the Customer's breach of its obligations under this Agreement, or (iii) force majeure events or other external factors such as power failure or failure of communications.
- 6.2 If the measured Availability is below the service level specified in the Service Description, in any calendar day, Customer will be entitled to a credit against Customer's next invoice equal to 1/365 of the yearly Service Fee for the affected Service paid or payable by the Customer for the year during which the agreed Availability was not reached.
- 6.3 The Customer's right to a standardized reduction of the Service Fee pursuant to section 6.2 shall be the Customer's sole and exclusive remedy for Novacura's failure to reach the agreed level of Availability.
- 6.4 Novacura may suspend the Services for the purpose of preventing misuse of the Services and protect the integrity of the Services if Novacura reasonably determines that (a) the Customer's or User's use of the Services (i) violates law, or (ii) violates the terms and conditions of the Agreement, the Acceptable Use Policy, or any other applicable end user license agreement, or (b) any use of the Services by Customer, User or a third party poses a security risk or threat to the function of the Services, Novacura, Novacura affiliates or any third party, provided that Novacura uses commercially reasonable efforts to notify Customer of such suspension and provide estimated time for restoration of the Services.

## 7. **Maintenance and support**

- 7.1 Novacura will provide the Customer with access to a support desk with qualified and competent personnel in accordance with the terms stated herein. The Support Center is available at <http://support.novacura.com> and is further described in the Service Description.
- 7.2 During the Subscription Term Novacura may in its sole discretion make changes and updates to the Service and improve the Service by implementing new versions or updates. Such new versions and/or updates will be included in the Service Fee.

**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 Service 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 Service and/or that the Customer Software, if necessary, can communicate and work together with the Service. 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 Service 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 Service.
- 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 Services, is treated confidentially in accordance with the confidentiality obligations set forth in the Main 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 section 8.6.
- 8.7 The Customer warrants that it has the right to use and upload the Customer Data to the Service and that the Customer Data do not infringe any rights of a third party or makes unlawful use of a third party's trade secrets.
- 8.8 The Customer acknowledges that Novacura Flow will transmit information about the Customer's use of Novacura Flow 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 this Agreement, the Acceptable Use Policy and any end user license agreement that may be enforced by Novacura from time to time, (b) the accuracy, quality and legality of Customer Data, (c) Customer's use of Customer Data with the Service, and (d) the interoperation of any Customer Application or a third party application provided by Customer which is used with the Service.

**9. Intellectual property rights**

- 9.1 Any intellectual property rights, including all other rights to the Service (including but not limited to Novacura Flow, Base Applications and Customized Applications), underlying software and know-how to the Service, Local Software, and documentation related thereto, are the sole property of Novacura AB or its licensors. 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 Customer is only allowed to use the Service and Local Software for its internal business purposes in accordance with this Agreement and shall, unless otherwise specifically agreed in the Sales Order, under no circumstances resell or use (standalone or bundled) the Service or Local Software for any other purposes.
- 9.3 Access to the Service and right to use Local Software shall be granted only to the number of Users explicitly set forth in the Sales Order. The subscriptions provided under these General Terms can be a full User subscription

or a limited subscription as set forth in the Sales Order. Examples of limited subscription forms are e.g. subscriptions restricted to named User's right to operate only Novacura Flow Portal or specific workflows, or the right for the Customer's Users to execute a maximum number of workflows per month. It is strictly forbidden for the Customer to breach the subscription terms set forth in the Sales Order, e.g. by allowing several Users to access the Service through a User account designated for a single User.

9.4 The 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 Service or Local Software without the prior approval of Novacura. Notwithstanding the foregoing, the Customer may allow external contractors to use the Service and Local Software for the Customer's internal purposes;
- (b) develop or make any amendments to the Service or Local Software; or
- (c) decompile or reverse engineer the source code of the Service or Local Software except to the extent expressly permitted by mandatory law.

## 10. Warranty

10.1 Novacura warrants that (i) the Service will be provided with reasonable skill and care, and in a professional manner in accordance with industry practice, (ii) the Service will perform materially in accordance with the Service Description, and (iii) the functionality of the Service will not materially decrease during the Subscription Term.

10.2 Novacura warrants that (i) the Local Software will perform materially in accordance with the Service Description, (ii) the functionality of the Local Software will not materially decrease during the Subscription Term, and (iii) Novacura shall make commercially reasonable efforts to remedy any material non-performance with the above.

10.3 Notwithstanding anything in this section 10, Novacura shall during the Subscription Term be entitled to make changes to the Services and/or Local Software in order to adapt the functionality of the Service and/or Local Software to changed technical standards, as well as exclude compatibility with technical standards that Novacura in its reasonable discretion deems outdated.

10.4 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. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NOVACURA PROVIDES ALL APPLICATIONS, LOCAL SOFTWARE AND THE TECHNICAL INTERFACE BETWEEN NOVACURA FLOW AND THE CUSTOMER'S UNDERLYING SYSTEMS "AS IS" AND AS AVAILABLE.

## 11. Limitation of liability

11.1 Novacura is not liable for loss of data except if the loss is caused by Novacura's failure to make backup copies in accordance with the Service Description. Novacura is further not liable for the transfer of information via internet when the Customer uses the Service (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.

11.2 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 AND 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 FOR THE SERVICE PURSUANT TO THESE GENERAL TERMS IN THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THESE GENERAL TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

11.3 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. Fees and payment terms

12.1 Any specific price agreement regarding the Service, and any payment plan for the payments to be made by the Customer, shall be agreed between the Parties. If no specific agreement regarding Novacura's remuneration has been made between the Parties, the Customer shall pay the Service Fee to Novacura in accordance with Novacura's at each time applicable price list.

12.2 Unless otherwise agreed, Novacura is entitled to adjust the Service Fee on an annual basis. If the increase exceeds the Swedish preliminary Labor Cost Index (LCI) for non-manual workers within industry J ("information and communication services"), Customer shall have the right to terminate the affected services with a thirty (30) days' notice period. Novacura shall also have a right to adjust the Service Fee if there are significant changes in the expenditure for indispensable underlying components.

12.3 Invoices will be issued by Novacura monthly in advance and shall be paid within thirty (30) days from date of issue. All prices are exclusive of, and the Customer is responsible for, all fees and taxes, including custom duties, importation fees, sales, use, withholding, gross revenue and like taxes, dues and charges assessed or incurred in connection with the provision of the Service under the Agreement. 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.

12.4 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.

12.5 The Customer shall compensate Novacura for travel and expenses, as well as other similar costs, incurred by Novacura in the performance of the Service. The compensation shall be equivalent to the actual cost for Novacura unless otherwise agreed between the Parties.

12.6 If circumstances within the Customer's control causes Novacura additional work or additional costs, Novacura shall be entitled to compensation by the Customer. The compensation shall be calculated in accordance with Novacura's at each time applicable price list.

## 13. Subcontractors

Novacura may at its own discretion use or engage subcontractors in relation to the Service. Novacura shall be responsible for the performance and acts of such subcontractors unless the subcontractor has been appointed by the Customer.

## 14. Infringement

14.1 Novacura will defend the Customer against any claim brought against the Customer by a third party alleging that the Service or Local Software (for the avoidance of doubt excluding any Third Party Products and Customer Applications) 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; and (iii) provide reasonable assistance (at Novacura's expense) to settle the claim or control the defense of any suit or proceeding. In the event that the Service 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 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 Service or Local Software with non-infringing software or material of equivalent function and performance to the satisfaction of Customer, (iii) modify the Service or Local Software so that it becomes non-infringing, without materially detracting from function or performance, or (iv) terminate the Service and repay the fees prepaid for the Service with a reduction for the time-period during which the Customer has used the Service.

- 14.2 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 that (i) any Customer Data or Customer's use of the Service, (ii) the 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 Service, infringes or misappropriates such third party's intellectual property rights, or (b) arising from Customer's use of the Service 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.
- 14.3 Novacura shall not be liable to the Customer for infringement claims based on the fact that the Service 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.
- 14.4 The remedies set forth in this section 14 shall be the Customer's exclusive remedy with regard to infringement claims.

## 15. Customer Data

- 15.1 The Customer and its Users may, depending on the Service, provide Customer Data to the Service and create and modify Customer Data within the Service. The Customer or its Users own all Customer Data. The Customer is responsible for any such Customer Data and the results created from it. The Customer may require Novacura to create and modify Customer Data within the scope of customization or development of applications governed by the Customer. Any such involvement by Novacura shall be clearly outlined in the instructions to Novacura's consultants. Unless specifically agreed otherwise, Novacura has no access to Customer Data uploaded to the Service.
- 15.2 Unless otherwise agreed in the Service Description, the Customer is responsible for back up, on its own computer, equipment or other device, of any Customer Data that Customer store or access via the Service. Novacura does not guarantee or warrant that any Customer Data that Customer store or access via the Service will not be subject to inadvertent damage, corruption or loss.
- 15.3 As part of providing the Service to the Customer, Novacura may process Personal Data on behalf of the Customer. The Parties acknowledge that Customer is the data controller and Novacura is the data processor and the Parties shall comply with their respective obligations as set out in the Data Processing Agreement. The Data Processing Agreement is hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data.
- 15.4 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 Service.

## 16. Definitions

16.1 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.

“**Acceptable Use Policy**” means the policy describing certain prohibited uses of the Services offered by Novacura.

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

“**Availability**” means the availability of the Service at the Connection Point. Availability is a percentage measurement calculated using the following formula:

Availability = (Service Time – Downtime) / Service Time.

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

“**Connection Point**” means the point at which Novacura connects the Service 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 a 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 Service or that is created as a result of the Customer’s use of the Service.

“**Customer Software**” means any software provided by the Customer and used in connection with the Software.

“**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.

“**Downtime**” means the total period of time, within the agreed Service Time, during which the Service is not available to the Customer at the Connection Point, excluding any Permitted Downtime or Downtime for which Novacura is not responsible pursuant to section 6.1.

“**Local Software**” means any software to be installed locally by the Customer pursuant to section 4.1.

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

“**Novacura AB**” means the company Novacura AB with reg. no 556675-8156 and company address Björklundabacken 10, 436 57 HOVÅS, Sweden which is the owner of any and all intellectual property rights relating to the Service.

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

“**Parties**” means Novacura and the Customer jointly.

“**Party**” means Novacura or the Customer individually.

“**Permitted Downtime**” means (a) Downtime caused by planned maintenance which Novacura has informed the Customer of in advance, (b) Downtime requested by the Customer or otherwise approved by the Customer, or (c) the time during which the Service is suspended in accordance with section 6.4.

“**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly.

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

“**Service**” means the cloud services (e.g. Novacura Flow, Base Applications and/or Customized Applications) described in Novacura’s Service Description that Novacura has agreed to make available to Customer over an electronic communications network pursuant to an applicable Sales Order, including any new versions or updates of such cloud services.

“**Service Commencement Date**” means the date upon which Novacura shall make the Service available to the Customer, as set forth in the relevant Sales Order.

“**Service Description**” means a description of Novacura’s products and services, available at <https://www.novacura.com>.

“**Service Fee**” means the Service fees payable by the Customer for using the Service as specified in the Sales Order.

“**Service Time**” means the time span during which the Service shall be available to the Customer at the Connection Point. The default Service Time is 24/7 and applies if no other Service Time is specified for a Service.

“**Subscription Term**” means term during which Novacura shall provide the Service to the Customer, as set forth in the Sales Order.

“**Support Center**” means Novacura’s online support center available at <http://support.novacura.com> as further described in the Service Description.

“**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 Service on behalf of the Customer or in accordance with an agreement with the Customer.

16.2 Other capitalized words and expressions not defined in these General Terms have the meaning ascribed to them in the Agreement.

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