

Novacura's General Terms for Consultancy Services

1. Background

These General Terms for Consultancy Services (in this document; the "**General Terms**") describes the Customer's rights to and the conditions for Novacura's provision of Consultancy Services ordered by the Customer under a Sales Order.

2. Consultancy Services

Novacura shall perform the agreed Consultancy Services in accordance with these General Terms and other terms and conditions stipulated in the Sales Order.

3. Performance

- 3.1 The Parties shall cooperate and consult each other regarding the performance of the Consultancy Services. Each Party shall appoint a contact person to be responsible for the cooperation with the other Party.
- 3.2 Novacura shall perform the Consultancy Services in a professional and workmanlike manner with personnel who are qualified and competent for the purpose.
- 3.3 The Customer shall assist Novacura, and shall provide Novacura with information and documentation, to the extent reasonably required for Novacura to perform the agreed Consultancy Services.
- 3.4 If a Party becomes aware of a circumstance that might affect the applicable timetable set forth in the Sales Order such Party shall notify the other Party without undue delay.
- 3.5 If Novacura fails to perform the agreed Consultancy Service in a professional and workmanlike manner, Novacura is obliged to without undue delay, at its own cost, correct such failure in the performed Consultancy Services and/or Results as applicable.
- 3.6 The remedies set forth in this section 3 shall be the Customer's exclusive remedy with regard to the performance and delivery of Consultancy Services and Results.

4. Right to the Result

- 4.1 Unless otherwise agreed in a Sales Order, the Customer is granted a non-exclusive, perpetual and irrevocable right to use and modify the Result under the terms and conditions stated in the Agreement.
- 4.2 Nothing in these General Terms shall be construed to transfer any ownership of intellectual property rights from a Party to the other Party.
- 4.3 Notwithstanding anything to the contrary, Novacura is always free to use the Results or parts thereof for any purposes.

5. Limitation of liability

- 5.1 NOVACURA DISCLAIMS ALL WARRANTIES NOT SPECIFICALLY SET FORTH IN THESE GENERAL TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO QUALITY, MERCHANTABILITY, OPERABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.2 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 CONSULTANCY SERVICES 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.

5.3 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.

6. Fees and payment terms

6.1 Any specific price agreement regarding the Consultancy 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 Consultancy Service Fee to Novacura in accordance with Novacura's at each time applicable price list.

6.2 Unless otherwise agreed, Novacura is entitled to adjust the Consultancy 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 30 days' notice period.

6.3 Invoices issued by Novacura 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 Consultancy 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.

6.4 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.

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

6.6 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.

7. Subcontractors

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

8. Infringement

8.1 Novacura will defend the Customer against any claim brought against the Customer by a third party alleging that the Result 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 Result, 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 Result with non-infringing software or material of equivalent function and performance to the satisfaction of Customer, (iii) modify the Result so that it becomes non-infringing, without materially detracting from function or performance, or (iv) terminate the Consultancy Service and repay the fees prepaid for the Consultancy Services relating to the Result with a reduction for the time-period during which the Customer has used the Consultancy Service.

- 8.2 Customer will defend Novacura or its affiliates against any claim either (a) brought against Novacura or its affiliates by a third party alleging that (i) any Customer Data or Customer's use of the Result, (ii) any software or application developed by Customer or a third party application provided by Customer, or (ii) the combination of a third party application or software provided by Customer used with the Result, infringes or misappropriates such third party's intellectual property rights, or (b) arising from Customer's use of the Result in an unlawful manner or in violation of the 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.
- 8.3 Novacura shall not be liable to the Customer for infringement claims based on the fact that the Result 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.
- 8.4 The remedies set forth in this section 8 shall be the Customer's exclusive remedy with regard to infringement claims.

9. Customer Data

- 9.1 The Customer owns all Customer Data. The Customer may require Novacura to create and modify Customer Data within the scope of the Consultancy Service during 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. The Customer is responsible for any such Customer Data and the Results created from it.
- 9.2 Unless otherwise agreed in the Service Description (a description of Novacura's products and services, available at <https://www.novacura.com>), the Customer is responsible for back up, on its own computer, equipment or other device, of any Customer Data that Customer provides to Novacura. Novacura does not guarantee or warrant that any Customer Data that Customer provides to Novacura will not be subject to inadvertent damage, corruption or loss.
- 9.3 As part of providing the Consultancy Services 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.
- 9.4 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.

10. Definitions

- 10.1 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.

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

"**Consultancy Services**" means the consultancy services described in the Sales Order.

"**Consultancy Service Fee**" means the Consultancy Service fees payable by the Customer for the Consultancy Service, as set forth in the relevant Sales Order.

"**Customer**" means the customer specified in the Agreement.

"**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.

"**Novacura**" means the supplier specified in the Agreement.

"**Parties**" means Novacura and the Customer jointly.

"**Party**" means Novacura or the Customer individually.

"**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 in-directly.

"**Sales Order**" means a written document entered into by Customer and Novacura which specifies the Consultancy Services to be provided to the Customer.

"**Result**" means the result of the Consultancy Services performed by Novacura. For clarity, excluding Novacura Flow, Base Applications and Customized Applications.

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