

## Novacura's Main Agreement

### 1. MAIN AGREEMENT

- 1.1 This main agreement (the "**Main Agreement**") sets out the general terms and conditions for all of the Customer's purchases, as ordered in one or several Sales Orders, of different products and services offered from time to time by Novacura.
- 1.2 Any products and/or services to be provided hereunder must be agreed in a Sales Order referencing this Main Agreement.

### 2. MARKETING

Subject to Customer's prior written approval, Novacura and its affiliates and partners have the right to identify the Customer as a user of Novacura's products and services in advertising or marketing materials.

### 3. CONFIDENTIALITY

- 3.1 All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party, any of its affiliates or to any of its business matters, which has been disclosed or may be disclosed to the other Party (the "**Receiving Party**") or which the Receiving Party has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of this Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 3.2 The restrictions in section 3.1 shall not apply to information:
  - (a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with this Agreement or to otherwise enforce its rights under this Agreement;
  - (b) that was at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach by this Agreement;
  - (c) that was already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure;
  - (d) that was obtained by the Receiving Party in good faith without restriction from a third party; or
  - (e) that the Receiving Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other marketplace.

The Party using or disclosing any information or documentation with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

3.3 When the Agreement is terminated, for any reason whatsoever, the Receiving Party shall return to the other Party any confidential information as described in section 3.1 (including all copies, summaries and extracts thereof) furnished by the disclosing Party in connection with the transactions contemplated hereby.

#### **4. LIMITATION OF LIABILITY**

4.1 WITHOUT LIMITING ANY SPECIFIC LIMITATIONS OF LIABILITY ELSEWHERE IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF NOVACURA TOGETHER WITH ALL ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING ANY APPENDICES), WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO NOVACURA PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

4.2 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.

#### **5. TERMINATION**

5.1 Unless otherwise agreed in the Sales Order, the Agreement is valid for a specific term, if specified in the Sales Order or in any other documentation agreed between the Parties. Unless terminated at least six (6) months prior to the expiry of such agreed term, or in the event that no specific term has been agreed, the Agreement, or Sales Order as applicable, shall be valid for an indefinite period of time until terminated by either Party giving six (6) months written notice. Sections containing rights and obligations which to their nature are such that they should remain in force also after the expiry of the Agreement shall remain valid and in force until the expiry of such right or obligation.

5.2 Either Party shall have the right to terminate the Agreement with immediate effect by a notice in writing:

- (a) where a Party is in material breach under this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice from the non-breaching Party specifying such breach. The Customer shall, however, always be obliged to limit its termination to the specific services directly subject to the material breach; or
- (b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

- 5.3 Novacura has the right to terminate the Agreement with immediate effect by a notice in writing if there is a change of control of the Customer (a change in the direct or indirect control of fifty (50) % or more of the registered share capital or voting rights).
- 5.4 Customer has the right to terminate the Agreement with immediate effect by a notice in writing if there is a change of control of Novacura (a change in the direct or indirect control of 50% or more of the registered share capital or voting rights) to a Sanctioned Entity. A “**Sanctioned Entity**” means (i) an individual or entity being subject to Sanctions or similar restrictions or being controlled by an individual or entity being subject to Sanctions or similar restrictions; or (ii) an individual or entity that is reasonably likely to become subject to Sanctions or similar restrictions or being controlled by an individual or entity that is reasonably likely to become subject to Sanctions or similar restrictions (e.g., due to being subject to an exemption from Sanctions). “**Sanctions**” means the economic sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the European Union, the United Nations, the United States of America or Sweden and their respective institutions and agencies.
- 5.5 This Agreement or part thereof may also be terminated if explicitly set out elsewhere in this Agreement (including the Customer’s right to terminate due to adjusted fees subject to the conditions set out in the applicable Novacura General Terms).

## 6. FORCE MAJEURE

- 6.1 Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is impeded or made unreasonably onerous by a circumstance beyond the reasonable control of such Party, including but not limited to fire, war (whether declared or not), extensive military mobilization, insurrection, requisition, seizure, embargo, pandemics, epidemics, restrictions in the use of power and defects or delays in deliveries by Novacura’s subcontractors caused by any such circumstances referred to in this section.
- 6.2 The Party claiming to be affected by force majeure shall notify the other Party in writing without delay on the intervention and on the cessation of such circumstance. If such notice is not provided without undue delay, the right to claim force majeure shall be lost.

## 7. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties on all subject matters or issues to which the Agreement relates. The content of the Agreement supersedes all previous written or oral agreements, commitments and undertakings.

## 8. ORDER OF PRECEDENCE

In the event of conflict between the terms of the documents constituting this Agreement, the conflicting terms shall, to the extent reasonable, be interpreted so that such terms are consistent, and such consistent interpretation will take precedence. Otherwise, such conflict shall be resolved in favour of the appendix addressing the subject matter giving rise to such conflict. The terms of this Main Agreement and the applicable appendices shall always prevail over any conflicting terms set forth in the Sales Order.

**9. AMENDMENTS**

No amendments to the Agreement shall be valid unless made in writing.

## 10. SEVERANCE

If any provision of this Agreement is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any necessary changes to this Agreement to maintain the spirit of this Agreement and the framework, structure and operation of the transactions contemplated by this Agreement.

## 11. TRANSFER OF AGREEMENT

- 11.1 Neither Party shall be entitled, without the prior written consent of the other Party, to assign or pledge its rights or obligations under the Agreement.
- 11.2 Either Party shall, however, be entitled to assign its rights and obligations to another party acquiring all or substantially of the assets or business of such Party by giving the other Party notice.
- 11.3 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.

## 12. MISCELLANEOUS

- 12.1 The Parties are independent legal entities that act and trade under their own names, for their own accounts and on their own risks. A Party may in no respect represent the other Party or enter into any agreements or other commitment on the other Party's behalf.
- 12.2 All correspondence and notifications pursuant to this Agreement shall be in email to the duly authorized representative of the other Party in English and shall be deemed to have been duly received on the day of sending.

## 13. ESCALATION, GOVERNING LAW AND DISPUTES

- 13.1 Either Party may, by giving written notice to the other Party (an "**Escalation Notice**"), request a meeting between one (1) duly authorized representative from each Party (each a "**Sponsor**") to resolve a dispute between the Parties (the "**Escalation Process**"). For purposes of this section 13, a Sponsor means the representatives who have undersigned this Agreement, representatives of equivalent position or above, or delegates as nominated in writing by either of them.
- 13.2 The Escalation Notice shall describe in general terms the nature of the dispute, the initiating Party's position, and a summary of the information supporting the position. The Party receiving the Escalation Notice shall send the other Party a response to the Escalation Notice within fourteen (14) days of receipt of the Escalation Notice, and the Sponsors will have at least one (1) meeting within thirty (30) days of receipt of the Escalation Notice to discuss and attempt to resolve the dispute. Such meeting will be conducted at a reasonable time to be agreed between the Sponsors and may be carried out by telephone, videoconference or in person meeting.

- 13.3 The Sponsors can, by written agreement, extend this thirty (30) day period and/or ask for more than one (1) meeting, and each Sponsor will act reasonably in considering a request from the other Sponsor, having regard to whether that Sponsor considers that the extension and/or additional meeting is likely to assist the Parties in resolving the dispute within the Escalation Process.
- 13.4 Each Party must, to the extent possible, continue to perform its obligations under the Agreement even if there is an ongoing Escalation Process or dispute.
- 13.5 This Escalation Process will not prohibit either Party from exercising any of its rights under this Agreement (including without limitation any right to suspend any products and/or services specified in the Sales Order or terminate the Agreement).
- 13.6 This Agreement (including all appendices hereto) shall in all respects be governed by and construed in accordance with the laws of Sweden excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
- 13.7 Any dispute, controversy or claim arising out of or in connection with this Agreement, termination or invalidity thereof, that cannot be settled by the Escalation Process, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “**SCC**”). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.
- 13.8 The language to be used in the arbitral proceedings shall be Swedish to the extent the Parties are both Swedish. In other cases, the language shall be English.
- 13.9 The arbitral proceedings shall be held in Gothenburg.
- 13.10 The SCC may, at the request of a Party, consolidate two or more arbitrations pending under the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce into a single arbitration, where (i) the Parties have agreed to consolidation, or (ii) all of the claims in the arbitrations are made under the arbitration agreement in this section 13. In deciding whether to consolidate, SCC may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

#### **14. ENTITLED COMPANIES / ORGANISATIONS**

- 14.1 The Customer may request delivery of software licenses or services to affiliates of the Customer, where the Customer has fifty (50) % or more ownership.

14.2 To the extent the Customer also requests the invoice for such licenses or services to be addressed to such other company within the Customer group of companies, the Customer is acting with authorization for such other company. If such other company is not paying the invoice, Novacura is entitled to demand full payment from the Customer.

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