

Novacura's General Terms for Application Managed Services

1. Background

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

2. Application Managed Services

2.1 Novacura will, in a professional and workmanlike manner, provide Application Managed Services for the Service, Software and Applications if and as agreed in a valid Sales Order. The Application Managed Services are further described in the Service Description for Application Managed Services.

2.2 The Customer is entitled to receive the amount of hours of Application Managed Services set forth in the Sales Order. Unused hours of Application Managed Services expire at the end of the calendar year. The Customer may purchase additional hours of Application Managed Services subject to the price set forth in Novacura's applicable pricelist. Unless agreed otherwise in a Sales Order, the agreed number of hours cannot be transferred between different categories of Application Managed Services.

2.3 Unless otherwise agreed in the Sales Order, the Application Managed Services are provided during Novacura's regular business hours which are 8 am-17 pm, Central European Time, Monday-Friday, except for public holidays.

2.4 Subject to Customer's request, Novacura will provide the Application Managed Services in English or Swedish.

2.5 Where the Service Description for Application Managed Services contains SLA undertakings, such SLA undertakings shall be Novacura's sole liability and Customer's exclusive remedy in respect of the Application Managed Services.

3. Application Managed Services restrictions

Unless specifically agreed otherwise in a Sales Order, Novacura's undertaking to provide Application Managed Services does not include:

- a) to provide training and education on how to use the Software or Applications; b)
to restore lost data; or
- c) to deliver Application Managed Services for Errors caused by the Customer's use of the Software or Applications in violation of the applicable service or license terms or recommendations from Novacura.

4. Responsibilities of the Customer

4.1 To enable Novacura's performance of the Application Managed Services, the Customer will:

- a) grant Novacura's personnel access to the Software, Applications and related systems to the extent necessary for Novacura to perform the Application Managed Services;
- b) procure that the Customer's IT-environment allows the Application Managed Services to be performed by remote access; and
- c) secure that sufficiently skilled personnel are available for receiving the Application Managed Services provisioned by Novacura.

4.2 Upon the notice of an Error, the Customer shall submit a written report of the alleged Error to the Support Center.

- 4.3 Novacura is entitled to compensation on a time and materials basis in accordance with its at the time applicable price list for any extra time that Novacura may have to perform if the Customer fails to meet any of its undertaking listed in this section 4.

5. Fees and payment terms

- 5.1 As consideration for the Application Managed Services to be delivered by Novacura to Customer, the Customer shall pay the Service Fee set forth in the applicable Sales Order.
- 5.2 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 Application Managed Services with a 30 days' notice period.
- 5.3 Any Application Managed Services during a calendar year exceeding the amount of hours agreed in the Sales Order shall be charged by Novacura in accordance with Novacura's applicable price list.
- 5.4 Payment terms
- Novacura will invoice the Service Fee for the upcoming calendar year in advance during the fourth quarter each year. 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. Where applicable, if the Customer is based or operating in the United States, the Customer is responsible to self-assess any applicable use tax.
- 5.5 Delayed payment
- 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. Limitation of liability

- 6.1 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.
- 6.2 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 FOR THE APPLICATION MANAGED 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.
- 6.3 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.

7. Subcontractors

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

8. Definitions

8.1 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.

“**Applications**” means the Base Applications and Customized Applications, as further defined in the Agreement.

“**Application Managed Services**” means services in relation to the use of the Software and Applications, Application Operation Services and Application Operation Services as further defined in the Service Description for Application Managed Services.

“**Error**” means an error related to the function of the Software or Applications due to configuration or handling of the Software or Applications.

“**Service Fee**” means the fees for the Application Managed as specified in section 5.

“**Software**” means (i) Novacura Flow, including any new releases or updates thereof, and (ii) local software and technical interfaces, created by or behalf of Novacura AB, which integrate Novacura Flow with the Customer’s systems.

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

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