

## MIRION MEDICAL SUPPORT AND MAINTENANCE SERVICES ADDENDUM

This Support and Maintenance Services Addendum is incorporated by reference into the agreement to which this Addendum is attached, or the agreement which specifically names and incorporates this Addendum by reference (collectively, the "Agreement"). To the extent that the Agreement includes the purchase of support and maintenance Services by Buyer, the following additional terms and conditions apply. Any terms not specifically defined herein shall have the meanings ascribed to them in the Agreement. For the avoidance of doubt, if Seller is licensing any Products to Buyer on a subscription, limited term, or hosted basis, additional terms may apply. To the extent of any conflict between this Addendum and the Agreement, the terms of this Addendum shall apply.

- 1 Amounts payable for support and maintenance Services for Products purchased from or licensed by Seller to Buyer ("Seller Support Contracts") will be invoiced at the time of order, provided that if the order provides for annual payments such amounts will be invoiced annually in advance. Such Seller Support Contracts are non-transferable and amounts payable for the current contract year are non-refundable. For the avoidance of doubt, any support and maintenance fees for System Software Products are included in the support fees identified on the quotation for the hardware Products with which the System Software is utilized.
- 2 Seller Support Contracts are non-cancellable, except as specifically permitted in the Agreement. In addition to the permitted circumstances for early termination in the Agreement, Seller may in its discretion allow early termination of any Seller Support Contract term if the Buyer no longer offers radiation oncology services, or should Seller no longer be able to provide Services associated with the Seller Support Contract. The parties acknowledge that the terms offered herein, including but not limited to pricing, are based upon Buyer's commitment to the full term of the applicable Seller Support Contract, and that such commitment forms the basis for the terms offered to Buyer hereunder.
- 3 Term of Support and Maintenance Services. The term of the support and maintenance Services provided hereunder shall begin on the date specified in the applicable Seller quotation, and shall extend for 12 months, unless another term is provided in the applicable quotation.
- 4 Support Provided.
  - 4.1 Seller shall provide the Services as described in the applicable Seller quote, and as further described in Section 5 of the Agreement (including any limitations or exclusions thereto as defined in the quote or otherwise described in the Agreement). The Services shall, unless otherwise specified in any applicable Seller quote, include the support described for hardware and/or software for the support package being purchased by the Buyer, subject to the definitions, limitations, and exclusions described in the quote or described in the Agreement and this Addendum.
  - 4.2 Unless otherwise provided in the applicable quote, the Services include telephone technical support and Product repair Services during Seller's standard support hours.
  - 4.3 Where the support package purchased by the Buyer includes software updates, upgrades, or new releases (as will be specified in the applicable quotation), Seller will make available to Buyer for download by Buyer any updates, upgrades and new releases to the software released by Seller generally to all Seller customers who have applicable support and maintenance agreements at no additional charge.
  - 4.4 In order to continue to receive Software support Services, Buyer must maintain the Software at the most recent version made available by Seller. Buyer shall promptly install and thereafter use any upgrades or updates made available by Seller. Under no circumstances shall Seller be obligated to maintain or support any Software for more than twelve (12) months following the date of its initial release where a new version or release of the Software has been made available by Seller. Any uncured breach of this Section shall allow Seller to terminate the maintenance and support agreement, with such termination treated as an unpermitted early termination of the Services by Buyer in breach of the Agreement.
  - 4.5 For the avoidance of doubt, the Underlying Components, as defined in Section 5.4 of the Agreement, are not covered by this Agreement. Buyer understands and agrees that certain updates or upgrades provided by Seller as part of the Services may require Buyer to upgrade the Underlying Components, including the hardware and/or operating system on which Buyer operates the Products, and that such upgrades to the Underlying Components are at Buyer's expense and are not part of the Services provided by Seller. Should problems arise with the Underlying Components, Seller will assist with initial diagnosis of the issues relating to the use of Seller Products with the Underlying Components as reasonably possible, but Seller is not responsible for maintenance and support of the Underlying Components.

- 5 Anti-Obsolescence.
- 5.1 To the extent that the quotation includes the sale of any support and maintenance package identified as "Anti-Obsolescence" on the applicable quote, such sale includes the delivery of refreshed technology intended to replace previously-purchased Seller technology that has aged out of support and maintenance coverage. Once the refreshed technology is delivered to Buyer, the aged-out, previously-purchased technology will be removed from the Seller service management system as no longer in service (e.g, it will no longer qualify for repair services or software updates). The aged-out technology does not need to be returned to Seller, however Buyer must continue to comply with the language of Section 14 of the Agreement.
- 5.2 In some cases, the refreshed technology may be a new version of the originally-purchased technology (e.g., an aged Profiler 2 may be replaced with a new IC Profiler). Customer may, in some cases, request or require additional training in order to fully utilize the refreshed technology. Any such training required or requested by Customer must be purchased separately and is not included in the cost of the Services (unless the training is specifically included in the applicable quotation).