Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended December 31, 2013

or

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number: 001-33301

ACCURAY INCORPORATED

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**20-8370041**
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification Number)

1310 Chesapeake Terrace
Sunnyvale, California 94089
(Address of Principal Executive Offices Including Zip Code)

(408) 716-4600
(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file reports), and (2) has been subject to such filing requirements for the past 90 days. x Yes o No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer x
Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). o Yes x No

As of January 31, 2014, there were 76,350,097 shares of the Registrant's Common Stock, par value $0.001 per share, outstanding.

Table of Contents

Accuray Incorporated

Form 10-Q for the Quarter Ended December 31, 2013

Table of Contents

Table of Contents

PART I. FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements

Accuray Incorporated
Condensed Consolidated Balance Sheets
(in thousands, except share amounts and par value)
(Unaudited)

	December 31, 2013	June 30, 2013 (1)
Assets		
Current assets:		
Cash and cash equivalents	$ 70,447	$ 73,313
Short-term investments	89,202	101,084
Restricted cash	2,956	2,728
Accounts receivable, net of allowance for doubtful accounts of $1,575 and $2,160, respectively	73,777	55,458
Inventories	88,153	81,592
Prepaid expenses and other current assets	13,304	12,595
Deferred cost of revenue	12,522	9,165
Total current assets	350,361	335,935
Property and equipment, net	35,569	34,733
Goodwill	58,163	59,368
Intangible assets, net	27,494	31,896
Deferred cost of revenue	2,309	2,149
Other assets	11,307	11,848
Total assets	$ 485,203	$ 475,929
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 15,111	$ 15,920
Accrued compensation	17,713	12,461
Other accrued liabilities	23,583	22,893
Customer advances	21,239	17,692
Deferred revenue	96,527	86,893
Total current liabilities	174,173	155,859
Long-term liabilities:		
Long-term other liabilities	5,603	5,382

Deferred revenue	9,168	9,085
Long-term debt	201,082	198,768
Total liabilities	390,026	369,094
Commitment and contingencies (Note 5)		
Stockholders' Equity:		
Preferred stock, $0.001 par value; authorized: 5,000,000 shares; no shares issued and outstanding	—	—
Common stock, $0.001 par value; authorized: 200,000,000 shares as of December 31, 2013 and June 30, 2013, respectively; issued and outstanding: 75,926,276 and 74,587,231 shares at December 31, 2013 and June 30, 2013, respectively	76	75
Additional paid-in capital	433,257	424,524
Accumulated other comprehensive income	2,464	1,882
Accumulated deficit	(340,620)	(319,646)
Total stockholders' equity	95,177	106,835
Total liabilities and stockholders' equity	$ 485,203	$ 475,929

(1) The condensed consolidated balance sheet at June 30, 2013 has been derived from audited consolidated financial statements.

The accompanying notes are an integral part of these condensed consolidated financial statements.

Table of Contents

Accuray Incorporated
Condensed Consolidated Statements of Operations and Comprehensive Loss
(in thousands, except per share amounts)
(Unaudited)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2013	2012	2013	2012
Net revenue:				
Products	$ 45,148	$ 33,170	$ 74,716	$ 73,798
Services	48,486	44,609	95,559	86,729
Total net revenue	93,634	77,779	170,275	160,527
Cost of revenue:				
Cost of products	24,980	18,564	43,581	42,573
Cost of services	30,483	32,589	62,045	67,652
Total cost of revenue	55,463	51,153	105,626	110,225
Gross profit	38,171	26,626	64,649	50,302
Operating expenses:				
Research and development	13,435	17,239	26,385	35,813
Selling and marketing	14,262	15,761	28,716	28,650
General and administrative	11,190	15,892	22,550	28,734
Total operating expenses	38,887	48,892	77,651	93,197
Loss from operations	(716)	(22,266)	(13,002)	(42,895)
Other expense, net	(3,775)	(2,580)	(6,235)	(3,284)
Loss before provision for income taxes	(4,491)	(24,846)	(19,237)	(46,179)
Provision for income taxes	950	667	1,737	1,264
Loss from continuing operations	(5,441)	(25,513)	(20,974)	(47,443)
Loss from discontinued operations (Note 9):				
Loss from operations of a discontinued variable interest entity	—	(1,400)	—	(3,505)
Impairment of indefinite lived intangible asset of discontinued variable interest entity	—	—	—	(12,200)
Loss from deconsolidation of a variable interest entity	—	(3,442)	—	(3,442)
Loss from discontinued operations, net of tax of $0	—	(4,842)	—	(19,147)
Loss from discontinued operations attributable to non-controlling interest	—	(1,184)	—	(13,289)
Loss from discontinued operations attributable to stockholders	—	(3,658)	—	(5,858)
Net loss attributable to stockholders	$ (5,441)	$ (29,171)	$ (20,974)	$ (53,301)
Loss per share attributable to stockholders				
Basic and diluted - continuing operations	$ (0.07)	$ (0.35)	$ (0.28)	$ (0.65)
Basic and diluted - discontinued operations	$ —	$ (0.05)	$ —	$ (0.09)
Basic and diluted - net loss	$ (0.07)	$ (0.40)	$ (0.28)	$ (0.74)
Weighted average common shares used in computing loss per share				
Basic and diluted	75,280	72,870	74,990	72,433
Net loss attributable to stockholders	$ (5,441)	$ (29,171)	$ (20,974)	$ (53,301)
Foreign currency translation adjustment	58	171	223	(364)

Unrealized gain on investments, net of tax	69	—	359	—
Comprehensive loss	$ (5,314)	$ (29,000)	$ (20,392)	$ (53,665)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Table of Contents

Accuray Incorporated
Condensed Consolidated Statements of Cash Flows
(in thousands)
(Unaudited)

	Six Months Ended December 31,	
	2013	2012
Cash Flows From Operating Activities		
Loss from continuing operations	$ (20,974)	$ (47,443)
Loss from discontinued operations	—	(19,147)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	10,576	13,920
Impairment of indefinite lived intangible asset	—	12,200
Share-based compensation	4,983	4,051
Amortization of debt issuance costs	692	225
Accretion/(Amortization) of investment premiums/discounts	930	—
Accretion of interest on long-term debt	2,314	2,099
Provision for (recovery of) bad debt	(244)	(373)
Provision for write-down of inventories	1,482	408
Loss on disposal of property and equipment	—	391
Gain on previously held equity interest in Morphormics	—	(662)
Loss from deconsolidation of a variable interest entity	—	3,442
Changes in assets and liabilities:		
Restricted cash	(169)	(1,050)
Accounts receivable	(16,924)	5,415
Inventories	(7,709)	(7,308)
Prepaid expenses and other assets	(648)	1,871
Deferred cost of revenue	(3,502)	(2,951)
Accounts payable	(905)	3,335
Accrued liabilities	6,513	(13,871)
Customer advances	3,158	49
Deferred revenue	7,517	3,588
Net cash used in operating activities	(12,910)	(41,811)
Cash Flows From Investing Activities		
Purchases of property and equipment, net	(6,899)	(9,207)
Purchase of intangible asset	—	(232)
Purchase of investments	(11,517)	—
Sale and maturity of investments	22,829	—
Acquisition of business, net of cash acquired (note 6)	—	(3,861)
Net cash provided by (used in) investing activities	4,413	(13,300)
Cash Flows From Financing Activities		
Proceeds from employee stock plans	4,063	5,147
Taxes paid related to net share settlement of equity awards	(199)	—
Net cash provided by financing activities	3,864	5,147
Effect of exchange rate changes on cash and cash equivalents	1,767	1,233
Net decrease in cash and cash equivalents	(2,866)	(48,731)
Cash and cash equivalents at beginning of period	73,313	143,504
Cash and cash equivalents at end of period	$ 70,447	$ 94,773

The accompanying notes are an integral part of these condensed consolidated financial statements.

Table of Contents

Accuray Incorporated
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Summary of Significant Accounting Policies

Description of Business

Accuray Incorporated (together with its subsidiaries, the "Company" or "Accuray") is incorporated in Delaware. The Company designs, develops and sells advanced radiosurgery and radiation therapy systems for the treatment of tumors throughout the body. The Company conducts its business worldwide. The Company has its headquarters in Sunnyvale, California, with additional locations in the United States, Europe and Asia.

Basis of Presentation and Principles of Consolidation

The condensed consolidated financial statements include the accounts of the Company, its wholly-owned subsidiaries and a variable interest entity, Compact Particle Acceleration Corporation ("CPAC") until its deconsolidation on December 21, 2012 (for further information, see Note 9). All significant inter-company transactions and balances have been eliminated in consolidation.

The accompanying condensed consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP"), pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Certain information and note disclosures have been condensed or omitted pursuant to such rules and regulations. The unaudited condensed consolidated financial statements have been prepared on the same basis as the annual financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for a fair presentation of the periods presented. The results for the three and six months ended December 31, 2013 are not necessarily indicative of the results to be expected for the year ending June 30, 2014, for any other interim period or for any future year.

These condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and accompanying notes for the year ended June 30, 2013 included in the Company's Annual Report on Form 10-K filed with the SEC. The Company's significant accounting policies are described in Note 2 to those audited consolidated financial statements.

Recently Issued Accounting Standards

In July 2013, the Financial Accounting Standards Board ("FASB") issued ASU No. 2013-11, *Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*. ASU No. 2013-11 requires that entities with an unrecognized tax benefit and a net operating loss carryforward or similar tax loss or tax credit carryforward in the same jurisdiction as the uncertain tax position present the unrecognized tax benefit as a reduction of the deferred tax asset for the loss or tax credit carryforward rather than as a liability, when the uncertain tax position would reduce the loss or tax credit carryforward under the tax law, thereby eliminating diversity in practice regarding this presentation issue. This new guidance is effective prospectively for annual reporting periods beginning on or after December 15, 2013, although retrospective application in permitted. The Company is currently assessing the impact of this guidance, if any, on its condensed consolidated financial statements.

In March 2013, the FASB issued ASU No. 2013-05, *Foreign Currency Matters (Topic 830): Parent's Accounting for the Cumulative Translation Adjustment upon Derecognition of Certain Subsidiaries or Groups of Assets within a Foreign Entity or of an Investment in a Foreign Entity*. This new standard is intended to resolve diversity in practice regarding the release into net income of a cumulative translation adjustment upon derecognition of a subsidiary or group of assets within a foreign entity. ASU No. 2013-05 is effective prospectively for fiscal years (and interim reporting periods within those years) beginning after December 15, 2013. The Company is currently reviewing this standard, but it does not anticipate that its adoption will have a material impact on the Company's condensed consolidated financial statements.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures at the date of the financial statements. Key estimates and assumptions made by the Company relate to revenue recognition, the fair value of assets acquired and liabilities assumed in business combinations, asset impairments, inventories, share-based compensation expense, income taxes, loss contingencies and corporate bonus expenses. Actual results could differ materially from those estimates.

Table of Contents

Concentration of Credit and Other Risks

The Company's cash, cash equivalents and investments are deposited with several major financial institutions. At times, deposits in these institutions exceed the amount of insurance provided on such deposits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant risk on these balances.

For the three and six months ended December 31, 2013 and 2012, there were no customers that represented 10% or more of total net revenue. At December 31, 2013, one customer accounted for 12% of the Company's total accounts receivable. At June 30, 2013, one customer accounted for 10% of accounts receivable.

Accounts receivable are typically not collateralized. The Company performs ongoing credit evaluations of its customers and maintains reserves for potential credit losses. Accounts receivable are deemed past due in accordance with the contractual terms of the agreement. Accounts are charged against the allowance for doubtful accounts once collection efforts are unsuccessful.

Single source suppliers presently provide the Company with several components. In most cases, if a supplier was unable to deliver these components, the Company believes that it would be able to find other sources for these components subject to any regulatory qualifications, if required.

Revenue Recognition

The Company earns revenue from the sale of products, the provision of related services, which include post-contract customer support ("PCS"), installation services, training and other professional services, and the operation of its shared ownership program. The Company records its revenues net of any value added or sales tax. For arrangements with multiple elements, the Company allocates arrangement fees to product and services based upon Vendor Specific Objective Evidence ("VSOE") of fair value of the respective elements, Third-Party Evidence ("TPE"), or Best Estimate of Selling Price ("BESP"), using the relative selling price method.

Product and Service Revenue

The majority of product revenue is generated from sales of CyberKnife and TomoTherapy systems. If the Company is responsible for installation, the Company recognizes revenue after installation and acceptance of the system. Otherwise, revenue is recognized upon delivery, assuming all other revenue recognition criteria are met.

The Company could sell its systems with PCS contracts, installation services, training, and professional services. PCS contracts provide planned and corrective maintenance services, software updates, bug fixes, as well as call-center support. Service revenue is generated primarily from PCS (warranty period services and post warranty services), installation services, training, and professional services. PCS revenue is deferred and recognized over the service period. Installation service revenue is recognized concurrent with system revenue. Training and professional service revenues that are not deemed essential to the functionality of the systems are recognized as such services are performed.

Costs associated with service revenue are expensed when incurred, except when those costs are related to system upgrades where revenue recognition has been deferred. In those cases, the costs are deferred and are recognized over the period of revenue recognition.

Shared Ownership Program

The Company also enters into arrangements under its shared ownership program with certain customers. These arrangements typically have a term of five years and provide the customer an option to purchase the system during the contractual term at pre-determined prices. Under the terms of this program, the Company retains title to its system, while the customer has use of the system. The Company generally receives a minimum monthly payment and earns additional revenues from the customer based upon its use of the system which are included in product revenue in the condensed consolidated statements of operations and comprehensive loss.

Long-Term Construction and Manufacturing Contracts

The Company recognizes revenue and cost of revenue related to long-term construction and manufacturing contracts using contract accounting on the cost-to-cost percentage-of-completion or the completed contract method. The Company records such revenue under other revenue and cost of such revenue under cost of other revenue in the condensed consolidated statements of operations and comprehensive loss. Any loss provision identified from the total contract in the period is recorded as an increase to cost of revenue.

Net Loss Per Common Share

Basic and diluted net loss per share is computed by dividing net loss attributable to stockholders by the weighted average number of common shares outstanding during the period.

Table of Contents

A reconciliation of the numerator and denominator used in the calculation of basic and diluted net loss per share attributable to stockholders follows (in thousands):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2013	2012	2013	2012
Numerator:				
Loss from operations used in computing loss per share from continuing operations	$ (5,441)	$ (25,513)	$ (20,974)	$ (47,443)
Loss from discontinued operations used in computing loss per share from discontinued operations	$ —	$ (3,658)	$ —	$ (5,858)
Net loss used in computing net loss per share	$ (5,441)	$ (29,171)	$ (20,974)	$ (53,301)
Denominator:				
Weighted average shares used in computing basic and diluted loss per share	75,280	72,870	74,990	72,433

The potential dilutive shares of the Company's common stock resulting from the assumed exercise of outstanding stock options, the vesting of Restricted Stock Units (RSUs), Market Stock Units (MSUs) and Performance-based Stock Units (PSUs), and the purchase of shares under the Employee Stock Purchase Plan (ESPP), as determined under the treasury stock method, are excluded from the computation of diluted net loss per share because their effect would have been anti-dilutive. The 3.75% Convertible Senior Notes due August 1, 2016 (the "3.75% Convertible Notes") and the 3.50% Convertible Senior Notes due February 1, 2018 (the "3.50% Convertible Notes") are included in the calculation of diluted net income per share if their inclusion is dilutive under the if-converted method. For the three and six months ended December 31, 2013 and 2012, the potentially dilutive shares under the Convertible Notes were excluded from the calculation of diluted net loss per share as their inclusion would be anti-dilutive. The following table sets forth all potentially dilutive securities excluded from the computation in the table above because their effect would have been anti-dilutive (in thousands):

	As of December 31,	
	2013	2012
Stock options	3,911	6,911
Restricted Stock Units	4,263	2,581
3.75% Convertible Notes	10,560	10,560
3.50% Convertible Notes	21,576	—
	40,310	20,052

Segment Information

The Company has determined that it operates in only one segment, as it only reports profit and loss information on an aggregate basis to its chief operating decision maker. Revenue by geographic region is based on the shipping addresses of the Company's customers. The following summarizes revenue by geographic region (in thousands):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2013	2012	2013	2012
Americas	$ 34,771	$ 35,079	$ 74,024	$ 70,890
Europe, Middle East, India and Africa	34,135	27,838	52,901	52,956
Asia (excluding Japan)	10,367	5,537	17,666	20,658
Japan	14,361	9,325	25,684	16,023
Total	$ 93,634	$ 77,779	$ 170,275	$ 160,527

Table of Contents

Information regarding geographic areas in which the Company has long lived assets (includes all tangible assets) is as follows (in thousands):

	December 31, 2013	June 30, 2013
Americas	$ 33,042	$ 31,797
Europe, Middle East, India and Africa	1,277	1,431
Asia (excluding Japan)	457	498
Japan	793	1,007
Total	$ 35,569	$ 34,733

2. Balance Sheet Components

Financing receivables

A financing receivable is a contractual right to receive money, on demand or on fixed or determinable dates, that is recognized as an asset in the Company's balance sheet. The Company's financing receivables, consisting of its accounts receivable with contractual maturities of more than one year, were $3.1 million and $2.9 million at December 31, 2013 and June 30, 2013, respectively and are included in Other Assets in the condensed consolidated balance sheets. There was no balance in the allowance for doubtful accounts related to such financing receivables as of December 31, 2013 and June 30, 2013, respectively.

Inventories

Inventories consisted of the following (in thousands):

	December 31, 2013	June 30, 2013
Raw materials	$ 36,867	$ 33,721
Work-in-process	16,360	20,564
Finished goods	34,926	27,307
Inventories	$ 88,153	$ 81,592

Property and equipment, net

Property and equipment, net consisted of the following (in thousands):

	December 31, 2013	June 30, 2013
Furniture and fixtures	$ 5,471	$ 6,506
Computer and office equipment	10,419	9,481
Software	10,417	9,586
Leasehold improvements	17,931	19,199
Machinery and equipment	39,613	37,371
Shared ownership systems	6,266	4,979
Construction in progress	3,957	3,084
	94,074	90,206
Less: Accumulated depreciation	(58,505)	(55,473)
Property and equipment, net	$ 35,569	$ 34,733

Depreciation expense related to property and equipment for the three and six months ended December 31, 2013 was $2.9 million and $6.2 million, respectively. Depreciation expense related to property and equipment for the three and six months ended December 31, 2012 was $3.9 million and $8.0 million, respectively.

Table of Contents

3. Goodwill and Intangible Assets

Goodwill

Activity related to goodwill consisted of the following (in thousands):

	Six Months Ended December 31, 2013	Year Ended June 30, 2013
Balance at the beginning of the period	$ 59,368	$ 59,215
Addition related to acquisition	—	77
Currency translation and other adjustments	(1,205)	76
Balance at the end of the period	$ 58,163	$ 59,368

In connection with the acquisition of TomoTherapy in fiscal year 2011, the Company recognized liabilities related to unrecognized tax benefits as part of purchase accounting. During its first quarter of fiscal year 2014, the Company determined that certain of these liabilities related to unrecognized tax benefits were recorded in error. The Company evaluated the effects of this error on the financial statements and concluded that the error was not material to any prior annual or interim periods or the current period. In September of 2013, the Company reduced goodwill and accrued liabilities by $1.3 million to remove the liability recorded in error.

In the second quarter of fiscal 2014, the Company performed its annual goodwill impairment test. Based on this analysis, the Company determined that there was no impairment to goodwill. The Company will continue to monitor its recorded goodwill for indicators of impairment.

Intangible Assets

The Company's intangible assets associated with completed acquisitions at December 31, 2013 and June 30, 2013 are as follows (in thousands):

		December 31, 2013			June 30, 2013		
	Useful Lives (in years)	Gross Carrying Amount	Accumulated Amortization	Net Amount	Gross Carrying Amount	Accumulated Amortization	Net Amount
Developed technology	5 - 6	$ 46,747	$ (19,253)	$ 27,494	$ 46,747	$ (15,276)	$ 31,471
Distributor license	1.5 - 2.5	2,032	(2,032)	—	2,043	(1,618)	425
		$ 48,779	$ (21,285)	$ 27,494	$ 48,790	$ (16,894)	$ 31,896

In the quarter ended September 30, 2012, the Company recorded an impairment charge of $12.2 million relating to the CPAC in-process research and development ("IPR&D") asset, which was presented as part of loss from discontinued operations (Note 9).

The Company did not identify any triggering events that would indicate potential impairment of its definite intangible and long-lived assets as of December 31, 2013 and June 30, 2013.

Amortization expense related to intangible assets for the three and six months ended December 31, 2013 was $2.2 million and $4.4 million, respectively. Amortization expense related to intangible assets for the three and six months ended December 31, 2012 was $2.2 million and $6.0 million, respectively.

The estimated future amortization expense of purchased intangible assets as of December 31, 2013 is as follows (in thousands):

Year Ending June 30,	Amount
2014 (remaining 6 months)	$ 3,977
2015	7,953
2016	7,953
2017	7,568
2018	43
Thereafter	—
	$ 27,494

Table of Contents

4. Financial Instruments

The Company considers all highly liquid investments held at major banks, certificates of deposit and other securities with original maturities of three months or less to be cash equivalents.

The Company classifies all of its investments as available-for-sale at the time of purchase because it is management's intent that these investments are available for current operations and includes these investments on its balance sheets as short-term investments. Investments with original maturities longer than three months include commercial paper and investment-grade corporate debt securities. Investments classified as available-for-sale are recorded at fair market value with the related unrealized gains and losses included in accumulated other comprehensive income (loss), a component of stockholders' equity. Realized gains and losses are recorded based on specific identification of each security's cost basis.

The Company defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The fair value hierarchy contains three levels of inputs that may be used to measure fair value, as follows:

Level 1— Unadjusted quoted prices that are available in active markets for the identical assets or liabilities at the measurement date.

Level 2— Other observable inputs available at the measurement date, other than quoted prices included in Level 1, either directly or indirectly, including:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by other observable market data.

Level 3— Unobservable inputs that cannot be corroborated by observable market data and reflect the use of significant management judgment. These values are generally determined using pricing models for which the assumptions utilize management's estimates of market participant assumptions.

The following tables summarize the amortized cost, gross unrealized gains, gross unrealized losses and fair value by significant investment category for cash, cash equivalents and short-term investments (in thousands):

	December 31, 2013				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Market Value	
				Cash and Cash Equivalents	Short-term Investments
Cash	$ 59,245	$ —	$ —	$ 59,245	$ —
Level 1					
Certificates of deposit	9,394	—	—	9,394	—
Money market funds	1,808	—	—	1,808	—
	11,202	—	—	11,202	—
Level 2					
Commercial paper	3,997	1	—	—	3,998
Corporate notes	85,302	24	(122)	—	85,204
	89,299	25	(122)	—	89,202
Total	$ 159,746	$ 25	$ (122)	$ 70,447	$ 89,202

	June 30, 2013				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Market Value	
				Cash and Cash Equivalents	Short-term Investments
Cash	$ 60,082	$ —	$ —	$ 60,082	$ —
Level 1					
Certificates of deposit	15,365	—	—	12,758	2,607
Money market funds	473	—	—	473	—
	15,838	—	—	13,231	2,607
Level 2					
Commercial paper	3,993	—	(1)	—	3,992
Corporate notes	94,941	—	(456)	—	94,485
	98,934	—	(457)	—	98,477
Total	$ 174,854	$ —	$ (457)	$ 73,313	$ 101,084

Table of Contents

The Company's Level 2 investments in the table above are classified as Level 2 items because quoted prices in an active market are not readily accessible for those specific financial assets, or the Company may have relied on alternative pricing methods that do not rely exclusively on quoted prices to determine the fair value of the investments.

The Company had investments that were in an unrealized loss position as of December 31, 2013. The Company determined that (i) it does not have the intent to sell any of these investments and (ii) it is not likely that it will be required to sell any of these investments before recovery of the entire amortized cost basis. The Company reviews its investments to identify and evaluate investments that have an indication of possible impairment. As of December 31, 2013, the Company anticipates that it will recover the entire carrying value of such investments and has determined that no other-than-temporary impairments associated with credit losses were required to be recognized during the three and six months ended December 31, 2013.

Contractual maturities of available-for-sale securities at December 31, 2013 were as follows (in thousands):

	December 31, 2013	
	Amortized Cost	Fair Value
Due in 1 year or less	$ 40,284	$ 40,275
Due in 1-2 years	26,215	26,214
Due in 2-3 years	22,800	22,713
	$ 89,299	$ 89,202

The following table summarizes the carrying values and estimated fair values of our long-term debt (in thousands):

	December 31, 2013		June 30, 2013	
	Carrying Value	Fair Value	Carrying Value	Fair Value

3.75% Convertible Notes	86,082	112,520	83,768	96,560
3.50% Convertible Notes	115,000	199,422	115,000	144,302
Total	$ 201,082	$ 311,942	$ 198,768	$ 240,862

The long-term debt is measured on a non-recurring basis using Level 2 inputs based upon observable inputs of the Company's underlying stock price and the time value of the conversion option, since an observable quoted price of the Convertible Notes is not readily available.

5. Commitments and Contingencies

The Company's contractual obligations were presented in the Annual Report on Form 10-K for the previous annual reporting period ended June 30, 2013. There have been no material changes outside of the ordinary course of business in those obligations during the three and six months ended December 31, 2013.

Litigation

From time to time, the Company is involved in legal proceedings arising in the ordinary course of its business. Currently, management believes the Company does not have any probable and estimable losses related to any current legal proceedings and claims that would individually or in the aggregate materially adversely affect its financial condition or operating results. For certain legal proceedings, management believes that there is a reasonable possibility that losses may be incurred. Management currently estimates a range of loss (in excess of amounts accrued) between zero and $2 million in the aggregate for such legal proceedings, where it is possible to make such estimates. Litigation is inherently unpredictable and is subject to significant uncertainties, some of which are beyond the Company's control. Should any of these estimates and assumptions change or prove to have been incorrect, the Company could incur significant charges related to legal matters that could have a material impact on its results of operations, financial position and cash flows.

Best Medical Trade Secret Litigation

On September 3, 2009, Best Medical International, Inc., or Best Medical, filed a lawsuit against the Company in the U.S. District Court for the Western District of Pennsylvania, claiming that the Company induced certain individuals to leave the employment of Best Medical and join the Company in order to gain access to Best Medical's confidential information and trade secrets. Best Medical is seeking monetary damages and other relief. On October 25, 2011, the court presiding over the case granted summary judgment in favor of the Company on all counts. On November 21, 2011, Best Medical filed a notice of appeal. On December 22, 2011, the Court awarded attorney fees and costs to the

Company and ordered the Company to file an accounting of its fees and costs. Following the filing of the accounting of the Company's fees and costs, the magistrate judge presiding over the case issued a report on the Company's accounting and recommended an award to the Company in the amount of $512,090 in attorney fees and costs, which was adopted in its entirety by the district court on September 27, 2013. On July 3, 2013, the Court of Appeals for the Third Circuit issued a briefing schedule for the appeal of this case. Best Medical's brief was filed on September 16, 2013 and the Company's brief was filed on December 30, 2013. Best Medical filed its reply brief on January 10, 2014. Briefing is now closed on this appeal. Best Medical has filed a second notice of appeal of the District Court's orders relating to the fee amount. A briefing schedule has not yet been set for this second appeal.

Best Medical Patent Litigation

On August 6, 2010, Best Medical filed an additional lawsuit against the Company in the U.S. District Court for the Western District of Pennsylvania, claiming that the Company has infringed U.S. Patent No. 5,596,619, a patent that Best Medical alleges protects a method and apparatus for conformal radiation therapy. In December 2010, Best Medical amended its complaint by claiming that the Company also infringed U.S. Patent Nos. 6,038,283 and 7,266,175, both of which Best Medical alleges cover methods and apparatus for conformal radiation therapy. In March 2011, the Court dismissed with prejudice all counts against the Company, except for two counts of alleged willful infringement of two of the patents. Following several procedural rulings by the court, Best Medical moved to voluntarily dismiss one of the two remaining patent claims on June 28, 2011, which the court granted on June 30, 2011, leaving only one patent (U.S. Patent No. 6,038,283) at issue in the case. The parties failed to a reach settlement during mandatory settlement conferences held in March and May 2013. Best Medical is seeking declaratory and injunctive relief, as well as unspecified compensatory and treble damages and other relief. The Company will continue to litigate this case, and discovery is expected to be completed by February 2014.

Rotary Systems

On April 28, 2011, a former supplier to TomoTherapy, Rotary Systems Incorporated, filed suit in Minnesota state court, Tenth Judicial District, Anoka County, against TomoTherapy alleging misappropriation of trade secrets, as well as several other counts alleging various theories of injury. Rotary Systems alleges TomoTherapy misappropriated Rotary Systems' trade secrets pertaining to a component previously purchased from Rotary Systems, which component TomoTherapy now purchases from a different supplier. The suit alleges TomoTherapy improperly supplied the alleged trade secrets to its present supplier, Dynamic Sealing Technologies Inc. (also a named defendant in the suit). Rotary Systems has made an unspecified claim for damages of greater than $50,000. TomoTherapy moved to dismiss the case on May 19, 2011, and on August 29, 2011, the court granted the motion to dismiss with respect to all counts other than the count alleging misappropriation of trade secrets. On May 21, 2012, the court granted the Company's motion for sanctions, in part, and gave Rotary Systems sixty days to identify the alleged trade secrets with specificity or face dismissal of its claim with prejudice. The court held a hearing on September 20, 2012 to review Rotary System's amended complaint and set a calendar for discovery. The court ruled on the amended complaint, and the parties have started discovery, which was originally expected to be completed by October 2013. The parties have jointly asked the Court to extend discovery until February 2014. The Company filed a motion for summary judgment, and on December 5, 2013, the court ruled in favor of the Company. Rotary Systems filed its notice of appeal on January 29, 2014.

Sarif Biomedical Patent Litigation

On January 28, 2013, Sarif Biomedical filed a patent infringement complaint against the Company in the United States District Court for Delaware. The complaint alleges the Company's CyberKnife System directly infringes U.S. Patent No. 5,755,725 and seeks unspecified monetary damages for the alleged infringement. Accuray filed an answer to the complaint in March 2013. The court has not yet issued a scheduling order.

Software License Indemnity

Under the terms of the Company's software license agreements with its customers, the Company agrees that in the event the software sold infringes upon any patent, copyright, trademark, or any other proprietary right of a third party, it will indemnify its customer licensees against any loss, expense, or liability from any damages that may be awarded against its customer. The Company includes this infringement indemnification in all of its software license agreements and selected managed services arrangements. In the event the customer cannot use the software or service due to infringement and the Company cannot obtain the right to use, replace or modify the license or service in a commercially feasible manner so that it no longer infringes, then the Company may terminate the license and provide the customer a refund of the fees paid by the customer for the infringing license or service. The Company has not recorded any liability associated with this indemnification, as it is not aware of any pending or threatened actions that represent probable losses as of December 31, 2013.

6. Acquisition

On July 16, 2012, the Company acquired the remaining 90% of the outstanding shares of Morphormics, Inc., or Morphormics, a privately-held developer of medical imaging software based in North Carolina. This acquisition enables the Company to extend auto-contouring capabilities for both the CyberKnife and TomoTherapy systems to improve disease specific workflows. The Company previously held 10% of

Table of Contents

the outstanding shares of Morphormics, which had a carrying value of zero prior to the acquisition date and was valued at $0.7 million as of the acquisition date based on the fair value of the consideration paid. The acquisition was accounted for as a business combination, and accordingly, Morphormics' results of operations were included in the consolidated financial statements from July 16, 2012. This transaction was not considered a material business combination, and Company did not incur significant severance or acquisition-related costs in connection with the transaction.

The fair value of total purchase consideration paid and payable for 100% of Morphormics' equity interest as of the acquisition date was as follows (in thousands):

Cash paid and payable	$	5,385
Fair value of pre-existing investment in Morphormics		662
Total	$	6,047

The total purchase price was allocated to the net tangible and intangible assets acquired and liabilities assumed based on their fair values as of the acquisition date as follows (in thousands):

Cash and cash equivalents	$	668
Accounts receivable		283
Other current assets		7
Amortizable intangible assets - developed technology		5,100
Goodwill		77
Accrued compensation		(88)
Total purchase price	$	6,047

7. Share-Based Compensation

The following table summarizes the share-based compensation charges included in the Company's condensed consolidated statements of operations and comprehensive loss (in thousands):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2013	2012	2013	2012
Cost of revenue	$ 469	$ 319	$ 923	$ 566
Research and development	656	477	1,134	993
Selling and marketing	543	327	914	547
General and administrative	1,135	1,173	2,012	1,945
	$ 2,803	$ 2,296	$ 4,983	$ 4,051

8. Debt

3.75% Convertible Senior Notes due August 2016

On August 1, 2011, the Company issued the 3.75% Convertible Notes to certain qualified institutional buyers, or QIBs. The 3.75% Convertible Notes were offered and sold to the QIBs pursuant to Rule 144A under the Securities Act of 1933, as amended, or Rule 144A. The net proceeds from the $100 million offering, after deducting the initial purchaser's discount and commission and the related offering costs, were approximately $96.1 million. The offering costs and the initial purchaser's discount and commission (which are recorded in Other Assets) are both being amortized to interest expense using the effective interest method over five years. The 3.75% Convertible Notes bear interest at a rate of 3.75% per year, payable semi-annually in arrears in cash on February 1 and August 1 of each year, beginning on February 1, 2012. The 3.75% Convertible Notes will mature on August 1, 2016, unless earlier repurchased, redeemed or converted.

The 3.75% Convertible Notes were issued under an Indenture between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee. Holders of the 3.75% Convertible Notes may convert their 3.75% Convertible Notes at any time on or after May 1, 2016 until the close of business on the business day immediately preceding the maturity date. Prior to May 1, 2016, holders of the 3.75% Convertible Notes may convert their 3.75% Convertible Notes only under the following circumstances: (1) during any calendar quarter after the calendar quarter ending September 30, 2011, and only during such

calendar quarter, if the closing sale price of the Company's common stock for each of 20 or more trading days in the 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter

Table of Contents

exceeds 130% of the conversion price in effect on the last trading day of the immediately preceding calendar quarter; (2) during the five consecutive business days immediately after any five consecutive trading-day period (such five consecutive trading-day period, the "Note Measurement Period") in which the trading price per $1,000 principal amount of 3.75% Convertible Notes for each trading day of that Note Measurement Period was equal to or less than 98% of the product of the closing sale price of shares of the Company's common stock and the applicable conversion rate for such trading day; (3) if the Company calls any or all of the 3.75% Convertible Notes for redemption, at any time prior to the close of business on the business day immediately preceding the redemption date; or (4) upon the occurrence of specified corporate transactions as described in the Indenture. Upon conversion by holders of the 3.75% Convertible Notes, the Company will have the right to pay or deliver, as the case may be, cash, shares of common stock of the Company or a combination thereof, at the Company's election. At any time on or prior to the 33rd business day immediately preceding the maturity date, the Company may irrevocably elect to (a) deliver solely shares of common stock of the Company in respect of the Company's conversion obligation or (b) pay cash up to the aggregate principal amount of the 3.75% Convertible Notes to be converted and pay or deliver, as the case may be, cash, shares of common stock of the Company or a combination thereof in respect of the remainder, if any, of the Company's conversion obligation in excess of the aggregate principal amount of the 3.75% Convertible Notes being converted. The initial conversion rate is 105.5548 shares of the Company's common stock per $1,000 principal amount of 3.75% Convertible Notes (which represents an initial conversion price of approximately $9.47 per share of the Company's common stock). The conversion rate, and thus the conversion price, are subject to adjustment as further described below.

Holders of the 3.75% Convertible Notes who convert their 3.75% Convertible Notes in connection with a "make-whole fundamental change," as defined in the Indenture, may be entitled to a make-whole premium in the form of an increase in the conversion rate. Additionally, in the event of a "fundamental change," as defined in the Indenture, holders of the 3.75% Convertible Notes may require the Company to purchase all or a portion of their 3.75% Convertible Notes at a fundamental change repurchase price equal to 100% of the principal amount of 3.75% Convertible Notes, plus accrued and unpaid interest, if any, to, but not including, the fundamental change repurchase date.

On or after August 1, 2014 and prior to the maturity date, the Company may redeem for cash all or a portion of the 3.75% Convertible Notes if the closing sale price of its common stock exceeds 130% of the applicable conversion price (the initial conversion price is approximately $9.47 per share of common stock) of such 3.75% Convertible Notes for at least 20 trading days during any consecutive 30 trading-day period (including the last trading day of such period).

In accordance with Accounting Standards Codification, or ASC 470-20, *Debt with Conversion and Other Options*, the Company separately accounts for the liability and equity conversion components of the 3.75% Convertible Notes. The principal amount of the liability component of the 3.75% Convertible Notes was $75.9 million as of the date of issuance based on the present value of its cash flows using a discount rate of 10%, our approximate borrowing rate at the date of the issuance for a similar debt instrument without the conversion feature. The carrying value of the equity conversion component was $24.1 million. A portion of the initial purchaser's discount and commission and the offering costs totaling $0.9 million was allocated to the equity conversion component. The liability component is being accreted to the principal amount of the 3.75% Convertible Notes using the effective interest method over five years.

The following table presents the carrying value of the Convertible Notes as of December 31, 2013 (in thousands):

3.75% Convertible Note		
Carrying amount of the equity conversion component	$	23,189
Principal amount of the 3.75% Convertible Notes	$	100,000
Unamortized debt discount (1)		(13,918)
Net carrying amount	$	86,082

(1)As of December 31, 2013, the remaining period over which the unamortized debt discount will be amortized is 31 months.

3.50% Convertible Senior Notes due February 2018

In February 2013, the Company issued $115.0 million aggregate principal amount of its 3.50% Convertible Notes to certain QIBs. The 3.50% Convertible Notes were offered and sold to the QIBs pursuant to Rule 144A. The net proceeds from the offering, after deducting the initial purchaser's discount and commission and the related offering costs, were approximately $110.5 million. The offering costs and the initial purchaser's discount and commission (which are recorded in Other Assets) are both being amortized to interest expense using the effective interest method over five years. The 3.50% Convertible Notes bear interest at a rate of 3.50% per year, payable semi-annually in arrears in cash on February 1 and August 1 of each year, beginning on August 1, 2013. The 3.50% Convertible Notes will mature on February 1, 2018, unless earlier repurchased, redeemed or converted.

Table of Contents

The 3.50% Convertible Notes were issued under an Indenture between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee. Holders of the 3.50% Convertible Notes may convert their 3.50% Convertible Notes at any time until the close of business on the business day immediately preceding the maturity date. The 3.50% Convertible Notes are convertible, as described below, into common stock of Accuray at an initial conversion rate equal to 187.6877 shares of common stock per $1,000 principal amount of the 3.50% Convertible Notes, which is equivalent to a conversion price of approximately $5.33 per share of common stock, subject to adjustment.

Holders of the 3.50% Convertible Notes who convert their 3.50% Convertible Notes in connection with a "make-whole fundamental change", as defined in the Indenture, may be entitled to a make-whole premium in the form of an increase in the conversion rate. Additionally, in the event of a

"fundamental change," as defined in the Indenture, holders of the 3.50% Convertible Notes may require the Company to purchase all or a portion of their 3.50% Convertible Notes at a fundamental change repurchase price equal to 100% of the principal amount of 3.50% Convertible Notes, plus accrued and unpaid interest, if any, to, but not including, the fundamental change repurchase date.

In accordance with guidance in ASC 470-20, *Debt with Conversion and Other Options* and ASC 815-15, *Embedded Derivatives*, the Company determined that the embedded conversion components of the 3.50% Convertible Note do not require bifurcation and separate accounting. The $115.0 million principal amount of the 3.50% Convertible Note has been recorded in Long-term Debt on the condensed consolidated balance sheet as of December 31, 2013.

A summary of interest expense related to the Convertible Notes for the three and six months ended December 31, 2013 and 2012 was as follows (in thousands):

	Three months ended December 31,		Six months ended December 31,	
	2013	2012	2013	2012
Interest expense related to contractual interest coupon	$ 1,944	$ 937	$ 3,888	$ 1,875
Interest expense related to amortization of debt discount	1,166	1,058	2,314	2,099
Interest expense related to amortization of debt issuance costs	349	114	692	225
	$ 3,459	$ 2,109	$ 6,894	$ 4,199

9. Loss From Discontinued Operations

In April 2008, TomoTherapy established a new affiliate, CPAC, to develop a compact proton therapy system for the treatment of cancer. Between the date of formation of CPAC through December 2012, the Company and TomoTherapy contributed both cash and intellectual property to CPAC, resulting in a combined equity interest of approximately 15.4% of the outstanding stock of CPAC and approximately 16.3% on a fully diluted basis. As of the Company's acquisition of TomoTherapy on June 10, 2011, the Company determined that CPAC was a variable interest entity or VIE, as CPAC depended on the Company, TomoTherapy and other investors to fund its operations. Under the accounting standards for consolidating variable interest entities, the consolidating investor is the entity with the power to direct the activities of the venture that most significantly impact the venture's economic performance and with the obligation to absorb losses or the right to receive benefits from the venture that could potentially be significant to the venture. Although the Company and its subsidiary held less than a 50% ownership interest in CPAC, it was determined that the Company met these two characteristics, and therefore, was the primary beneficiary of CPAC. The Company consolidated the results of operations of CPAC from June 10, 2011 to December 21, 2012.

On December 21, 2012, the Company and CPAC entered into a Purchase Agreement and Release, or Purchase Agreement, which provided for all the equity and debt investments held by the Company in CPAC to be purchased by CPAC for a nominal consideration. In addition, the Company assigned all its rights to the Dielectric Wall Accelerator, or DWA technology licensed from Lawrence Livermore National Security, LLC to CPAC. As a result of the Purchase Agreement, the Company concluded that it was no longer the primary beneficiary of CPAC since it did not have any variable interest in CPAC. In the second quarter of fiscal 2013, the Company deconsolidated CPAC and recorded a loss of $3.4 million, resulting from the write-down of the carrying value of CPAC's net liabilities, the write-off of receivables from CPAC and the non-controlling interest in CPAC, net of cash consideration received. The results of operations of CPAC, including the loss on deconsolidation of CPAC and the losses attributable to the non-controlling interest recorded during the three and six months ended December 31, 2012 have been disclosed as discontinued operations in the condensed consolidated statements of operations and comprehensive loss.

10. Restructuring and Severance Charges

During December 2012, the Company vacated an office facility and recorded a charge of $1.4 million in general and administrative expenses during the three months ended December 31, 2012 for the remaining lease obligations on the facility, net of estimated sub-lease income. The Company also recorded a charge of $0.3 million in general and administrative expenses during the three months ended December 31, 2012 related to the disposition of certain fixed assets and leasehold improvements at this facility.

Table of Contents

During the three months ended December 31, 2012, the Company also recorded severance related charges of $2.2 million in general and administrative expenses due to the departure of Dr. Euan S. Thomson (former Chief Executive Officer), Mr. Chris Raanes (former Chief Operating Officer) and certain other employees.

11. Accumulated Other Comprehensive Income

The components of comprehensive loss consist of net loss, unrealized gains and losses on available-for-sale investments and foreign currency translation. The unrealized gains and losses on available-for-sale investments and foreign currency translation are excluded from earnings and reported as a component of stockholders' equity. The foreign currency translation adjustment results from those subsidiaries not using the United States dollar as their functional currency since the majority of their economic activities are primarily denominated in their applicable local currency. Accordingly, all assets and liabilities related to these operations are translated at the current exchange rates at the end of each period. The resulting cumulative translation adjustments are recorded directly to the accumulated other comprehensive loss account in stockholders' equity. Revenues and expenses are translated at average exchange rates in effect during the period.

The components of accumulated other comprehensive income in the equity section of the balance sheets are as follows (in thousands):

	December 31, 2013	June 30, 2013
Net unrealized loss on short-term investments, net of taxes	$ (97)	$ (457)
Cumulative foreign currency translation gain	2,561	2,339
Accumulated other comprehensive income	$ 2,464	$ 1,882

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition as of December 31, 2013 and results of operations for the three and six months ended December 31, 2013 and 2012 should be read together with our condensed consolidated financial statements and related notes included elsewhere in this report. Statements made in this Form 10-Q report that are not statements of historical fact are forward-looking statements and are subject to the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements in this report relate, but are not limited, to: expectations related to profitability and cash flows in fiscal 2014; sufficiency of cash resources and expected cash flows to fund future operations; expected uses of cash during fiscal 2014; the anticipated drivers of our future capital requirements; the anticipated successful modification of the MLC for the CyberKnife Systems, the timing of its release and its impact on our business; the impact of our prior sales reorganization on sales performance, particularly in the United States; the expected impact of and benefits from our restructuring of operations; anticipated increases in service revenue; our expectations regarding the factors that will impact sales, competitive positioning and long-term success for our CyberKnife and TomoTherapy Systems; our expectations regarding the impact on our revenues and business of the introduction of our new CyberKnife and TomoTherapy Systems; the anticipated risks associated with our foreign operations and fluctuations in the U.S. dollar; and the impact of recent legislation and regulation on our business. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from expectations, including risks detailed from time to time under the heading "Risk Factors" in Part II, Item 1A of this report, in Part I, Item 1A of the Company's report on Form 10-K for fiscal year 2013 and in Part II, Item 1A of the Company's quarterly report on Form 10-Q for the quarter ended September 30, 2013. Forward-looking statements speak only as of the date the statements are made and are based on information available to the Company at the time those statements are made and/or management's good faith belief as of that time with respect to future events. The Company assumes no obligation to update forward-looking statements to reflect actual performance or results, changes in assumptions or changes in other factors affecting forward-looking information, except to the extent required by applicable securities laws. Accordingly, investors should not place undue reliance on any forward-looking statements.

In this report, "Accuray," the "Company," "we," "us," and "our" refer to Accuray Incorporated and its subsidiaries.

Overview

Products and Markets

Accuray is a radiation oncology company that develops, manufactures and sells precise, innovative treatment solutions. Our leading edge technologies are designed specifically to deliver radiosurgery, stereotactic body radiation therapy, intensity modulated radiation therapy, image guided radiation therapy and adaptive radiation therapy that is tailored to the specific needs of each patient. Our suite of products includes the CyberKnife® Systems and the TomoTherapy® Systems. The systems are generally complementary offerings, serving generally separate patient populations treated by the same medical specialty.

The CyberKnife Systems are robotic systems designed to deliver radiosurgery treatments to cancer tumors anywhere in the body. The CyberKnife Systems are the only dedicated, full body robotic radiosurgery systems on the market. Radiosurgery is an alternative to traditional surgery for tumors and is performed on an outpatient basis in one to five treatment sessions. It allows for the treatment of patients who otherwise would not be treated with radiation, who may not be good candidates for surgery, or who desire non-surgical treatments. The use of radiosurgery with CyberKnife Systems to treat tumors throughout the body has grown significantly in recent years, but currently represents only a small portion of the patients who develop tumors treatable with CyberKnife Systems. A determination of when it may or may not be appropriate to use a CyberKnife System for treatment is at the discretion of the treating physician and depends on the specific patient. However, given the CyberKnife Systems' design to treat focal tumors, the CyberKnife Systems are generally not used to treat (1) very large tumors, which are considerably wider than the radiation beam that can be delivered by CyberKnife Systems, (2) diffuse wide-spread disease, as is often the case for late stage cancers, because they are not localized (though CyberKnife Systems might be used to treat a focal area of the disease) and (3) systemic disease, like leukemias and lymphomas, which are not localized to an organ, but rather involve cells throughout the body.

In October 2012, we introduced our new CyberKnife M6 Series Systems that have the option of: fixed collimator, iris collimator, and/or multi-leaf collimator, or MLC. The initial supplier producing the MLC for our CyberKnife M6 Series Systems has experienced low manufacturing yields and has been able to deliver only a small number of units. Our life-cycle testing revealed that the initial units did not have the durability that we, and our customers, expect in our products. Currently we expect a limited release of the MLC for the CyberKnife Systems in June of 2014. Our expectation is that the device will have original design specifications, but will be produced with modifications to our supply chain and quality control processes to ensure improved yield and durability. While we are confident in our path forward, due to the complexity of the MLC, there is still some risk in this project that could cause further delays. In the meantime, and despite the delay in the launch of the MLC upgrade, we are continuing to book orders and install the CyberKnife M6 Series Systems with fixed and iris collimators.

We believe that the long-term success of the CyberKnife System is dependent on a number of factors including the following:

- Adoption of our recently introduced new CyberKnife M6 Series Systems;
- Production and shipment of our MLC that meets the standards that we, and our customers, expect in our products;
- Change in medical practice to utilize radiosurgery more regularly as an alternative to surgery or other treatments;
- Greater awareness among doctors and patients of the benefits of radiosurgery with the CyberKnife Systems;
- Continued evolution in clinical studies demonstrating the safety, efficacy and other benefits of using the CyberKnife Systems to treat tumors in various parts of the body;
- Continued advances in technology that improve the quality of treatments and ease of use of the CyberKnife Systems;

- Improved access to radiosurgery with the CyberKnife Systems in various countries through regulatory approvals;
- Medical insurance reimbursement policies that cover CyberKnife System treatments; and
- Expansion of sales of CyberKnife Systems in countries throughout the world.

The TomoTherapy Systems are advanced, fully integrated and versatile radiation therapy systems for the treatment of a wide range of cancer types. We began selling TomoTherapy Systems after our acquisition of TomoTherapy Incorporated on June 10, 2011. In October 2012, we introduced our new TomoTherapy H Series Systems that come in configurations of TomoH™, TomoHD™ and TomoHDA™. Radiation therapy is used in a variety of ways, often to treat tissue surrounding a tumor area after surgical removal of the tumor and also as the primary treatment for tumors. Radiation therapy treatments impact both cancer cells as well as healthy tissue; therefore the total prescribed radiation dose is divided into many fractions and delivered in an average of 25 to 35 treatment sessions over several weeks. Radiation therapy has been widely available and used in developed countries for decades, though many developing countries do not currently have a sufficient number of radiation therapy systems to adequately treat their domestic cancer patient populations. The number of radiation therapy systems in use and sold each year is currently many times larger than the number of radiosurgery systems. We believe the TomoTherapy Systems offer clinicians and patients significant benefits over other radiation therapy systems in the market. We believe our ability to capture more sales in this established market will be influenced by a number of factors including the following:

- Adoption of our recently introduced new TomoTherapy H Series Systems;
- Greater awareness among doctors and patients of the benefits of radiation therapy using TomoTherapy Systems;
- Advances in technology which improve the quality of treatments and ease of use of TomoTherapy Systems;
- Greater awareness among doctors of the improvement in reliability of TomoTherapy Systems; and
- Expansion of TomoTherapy System sales in countries throughout the world.

Sale of Our Products

Generating revenue from the sale of our systems is a lengthy process. Selling our systems, from first contact with a potential customer to a signed sales contract that meets backlog criteria, generally spans six months to two years. The time from receipt of a signed contract to revenue recognition is governed generally by the time required by the customer to build, renovate or prepare the treatment room for installation of the system. This time varies significantly, generally from six months to two years.

In the United States, we market to customers, including hospitals and stand-alone treatment facilities, directly through our sales organization. Outside the United States, we market to customers directly and through distributors. We have sales and service offices in many countries in Europe, Japan and other countries in Asia.

Backlog

We report backlog in the following manner:

- Products: Orders for systems and upgrades excluding those acquired through the upgrade rights included in our Diamond service contracts are reported in backlog, excluding amounts attributable to PCS (warranty period services and post warranty services), installation, training and professional services.

Table of Contents

- Service: Orders for PCS, upgrades acquired through the upgrade rights included in our Diamond service contracts, installation services, training and professional services are not reported in backlog.

For orders that cover both products and services, only the portion of the order that will be recognized as product revenue is reported as backlog. The portion of the order that will be recognized as service revenue (for example, PCS) is not included in reported backlog. Product backlog totaled $362.0 million as of December 31, 2013. This included $32.2 million of orders for either new CyberKnife M6 Systems configured with an MLC or orders for MLC units to upgrade existing installed CyberKnife M6 Systems. Additionally, for $30.0 million of CyberKnife orders, the customer has the option to upgrade to the new platform (M6) if the CyberKnife M6 Series is approved by regulatory authorities in its country prior to shipment. Product backlog totaled $279.0 million as of December 31, 2012.

In order for the product portion of a sales agreement to be counted as backlog, it must meet the following criteria:

- The contract is signed and properly executed by both the customer and us. A customer purchase order that is signed and incorporates the terms of our contract quote will be considered equivalent to a signed and executed contract;
- The contract is non-contingent—it either has cleared all its contingencies or contains no contingencies when signed;
- We have received a minimum deposit or a letter of credit; the sale is a direct channel sale to a government entity, or the product has shipped to a customer with credit sufficient to cover the minimum deposit;
- The specific end customer site has been identified by the customer in the written contract or written amendment; and
- Less than 2.5 years have passed since the contract met all the criteria above.

Although our backlog includes only contractual agreements from our customers to purchase CyberKnife Systems or TomoTherapy Systems, we cannot provide assurance that we will convert backlog into recognized revenue due to factors outside our control, which include, without limitation, changes in customers' needs or financial condition, changes in government or health insurance reimbursement policies, changes to regulatory requirements, or other reasons for cancellation of orders.

Table of Contents

Results of Operations — Three and Six Months Ended December 31, 2013 and 2012

	Three Months Ended December 31,					Six Months Ended December 31,				
	2013		2012		2013-2012	2013		2012		2013-2012
(Dollars in thousands)	Amount	% (a)	Amount	% (a)	% change	Amount	% (a)	Amount	% (a)	% change
Product	$ 45,148	48%	$ 33,170	43%	36%	$ 74,716	44%	$ 73,798	46%	1%
Services	48,486	52	44,609	57	9	95,559	56	86,729	54	10
Net revenue	$ 93,634	100%	$ 77,779	100%	20	$ 170,275	100%	$ 160,527	100%	6%
Gross profit	$ 38,171	41%	$ 26,626	34%	43%	$ 64,649	38%	$ 50,302	31%	29%
Product gross profit	20,168	45	14,606	44	38	31,135	42	31,225	42	(0)
Services gross profit	18,003	37	12,020	27	50	33,514	35	19,077	22	76
Research and development expenses	13,435	14	17,239	22	(22)	26,385	15	35,813	22	(26)
Selling and marketing expenses	14,262	15	15,761	20	(10)	28,716	17	28,650	18	0
General and administrative expenses	11,190	12	15,892	20	(30)	22,550	13	28,734	18	(22)
Other expense, net	3,775	4	2,580	3	46	6,235	4	3,284	2	90
Provision for income taxes	950	1	667	1	42	1,737	1	1,264	1	37
Loss from discontinued operations attributable to stockholders	—	—	3,658	5	(100)	—	—	5,858	4	(100)
Net loss attributable to stockholders	$ (5,441)	6%	$ (29,171)	38%	(81)%	$ (20,974)	12%	$ (53,301)	33%	(61)%

(a) Expressed as a percentage of total net revenue, except for product and services gross profits which are expressed as a percentage of related product and services revenue.

Net Revenue

International sales of our products account for a significant portion of our total net revenue. Revenue derived from sales outside of the United States was $58.9 million and $42.7 million for the three months ended December 31, 2013 and 2012, respectively, and represented 63% and 55% of our net sales during these periods, respectively. Revenue derived from sales outside of the United States was $96.3 million and $89.6 million for the six months ended December 31, 2013 and 2012, respectively, and represented 57% and 56% of our net sales during these periods, respectively.

Product Net Revenue. Product net revenue increased by $12.0 million for the three months ended December 31, 2013 as compared to the three months ended December 31, 2012. Product net revenue increased $10.0 million primarily due to a higher number of units sold; however, units were sold at a lower average selling price due to product and channel mix. We recognized revenue on 18 units during the three months ended December 31, 2013 as compared to 11 units during the three months ended December 31, 2012. Additionally, product upgrade revenue increased by $2.1 million during the three months ended December 31, 2013 as compared to the three months ended December 31, 2012.

Product net revenue increased by $1.0 million for the six months ended December 31, 2013 as compared to the six months ended December 31, 2012. The increase in product net revenue was primarily due to a higher number of units sold offset by product mix. We recognized revenue on 31 units during the six months ended December 31, 2013 as compared to 27 units during the six months ended December 31, 2012.

Services Net Revenue. Services net revenue increased by $3.9 million for the three months ended December 31, 2013 as compared to the three months ended December 31, 2012. Services revenue was higher primarily due to an increase in our installed base and customer conversion to higher priced maintenance contracts (particularly the TomoTherapy Systems).

Services net revenue increased by $8.8 million for the six months ended December 31, 2013 compared to the six months ended December 31, 2012. The increase in services net revenue of $7.9 million was attributable to an increase in our installed base and customer conversion to higher priced maintenance contracts (particularly the TomoTherapy Systems). The remaining increase of $0.9 million was primarily due to an increase in installation and training revenue due to more units installed.

Gross Profit

The overall gross profit margin for the three months ended December 31, 2013 increased by 7 percentage points as compared to the three months ended December 31, 2012. Product gross margin for the three months ended December 31, 2013 remained relatively unchanged as compared to the three months ended December 31, 2012. Services gross margin for the three months period ended December 31, 2013 increased by 10 margin points primarily due to cost reductions associated with increased reliability of the TomoTherapy Systems and continued revenue growth due to installed base increase and contract mix.

The overall gross profit margin for the six months ended December 31, 2013 increased by 7 percentage points as compared to the six months ended December 31, 2012. Product gross margin for the six months ended December 31, 2013 remained relatively consistent as compared to the three months ended December 31, 2012; product gross margin was lower by 3 margin percentage points due to a change in

Table of Contents

product mix for the six months ended December 31, 2013, offset by the reduction in intangible asset amortization related to the acquisition of TomoTherapy on June 10, 2011. Services gross margin for the six months period ended December 31, 2013 increased by 13 margin points primarily due to cost reductions associated with the increased reliability of the TomoTherapy Systems and continued revenue growth due to the increase in installed base and contract mix.

Research and Development

Research and development expenses were $13.4 million in the three months ended December 31, 2013 as compared to $17.2 million in the three months ended December 31, 2012, which represents a decrease of $3.8 million, or 22%. The decrease is primarily due to the decrease in compensation and compensation-related expense, excluding bonus expense, of $4.1 million primarily resulting from the re-organization of the research and development function during the third quarter of fiscal 2013. Project related consulting costs decreased by $0.8 million due to the completion of various research and development projects. The decrease was offset by the increase in bonus expense of $1.8 million in the three months ended December 31, 2013.

Research and development expenses were $26.4 million in the six months ended December 31, 2013 as compared to $35.8 million in the six months ended December 31, 2012, which represents a decrease of $9.4 million, or 26%. The decrease is primarily due to the decrease in compensation and compensation-related expense, excluding bonus expense, of $8.3 million resulting from the re-organization of the research and development function during the third quarter of fiscal 2013. Project related consulting costs decreased by $1.9 million due to the completion of various research and development projects. The decrease was offset by the increase in bonus expense of $1.5 million in the six months ended December 31, 2013.

Selling and Marketing

Selling and marketing expenses for the three months ended December 31, 2013 were $14.3 million as compared to $15.8 million for the three months ended December 31, 2012, which represents a decrease of $1.5 million, or 10%. The expenses decreased by $4.0 million in the three months ended December 31, 2013 as compared to the three months ended December 31, 2012, due to lower tradeshow expenses primarily due to the introduction of two new products at an industry trade show in October 2012. The decrease was offset by $1.4 million higher commission expense due to higher sales, and a $0.9 million increase in bonus expense.

Selling and marketing expenses for the six months ended December 31, 2013 and 2012 were $28.7 million. Tradeshow and advertising expenses were lower by $2.8 million in the six months ended December 31, 2013 as compared to the six months ended December 31, 2012, due to the introduction of two new products at an industry trade show in October 2012. The decrease was offset by $1.4 million higher commission expense due to the increase in sales, as well as the increase in bonus expense of $0.7 million.

General and Administrative

General and administrative expenses for the three months ended December 31, 2013 were $11.2 million as compared to $15.9 million for the three months ended December 31, 2012, which represents a decrease of $4.7 million, or 30%. This decrease was partially attributable to $2.2 million of severance charges incurred for the departure of our former CEO, COO and other employees, and $1.7 million related to lease acceleration and fixed asset disposal charges from vacating an office facility during the three months ended December 31, 2012. Consulting, legal and accounting related expenses were reduced by $0.7 million in the three months ended December 31, 2013 as compared to the same period ended December 31, 2012, due to cost control initiatives.

General and administrative expense for the six months ended December 31, 2013 were $22.6 million as compared to $28.7 million for the six months ended December 31, 2012, which represents a decrease of $6.1 million, or 22%. This decrease was partially attributable to $2.2 million of severance charges incurred for the departure of our former CEO, COO, CFO and other employees, and $1.7 million related to lease acceleration and fixed asset disposal charges from vacating an office facility during the three months ended December 31, 2012. Consulting, legal and accounting related expenses were reduced by $1.5 million in the six months ended December 31, 2013 as compared to the same period ended December 31, 2012, due to cost control initiatives.

Other Expense, Net

Net other expense for the three months ended December 31, 2013 was $3.8 million as compared to $2.6 million for the three months ended December 31, 2012, which represents an increase of $1.2 million. Net other expense for the six months ended December 31, 2013 was $6.2 million as compared to $3.3 million for the six months ended December 31, 2012, which represents an increase of $2.9 million. The increase for both the three- and six-month periods was primarily due to interest expense related to the 3.50% Convertible Notes which were issued in February 2013. See Note 8, “Debt” to condensed consolidated financial statements.

Table of Contents

Provision for Incomes Taxes

On a quarterly basis, we provide for income taxes based upon an estimated annual effective income tax rate. Income tax expenses were $1.0 million and $1.7 million for the three and six months ended December 31, 2013 respectively, compared to income tax expenses of $0.7 million and $1.3 million for the three and six months ended December 31, 2012 respectively. The increases were primarily due to increased earnings in international locations.

Loss from Discontinued Operations

As a result of the deconsolidation of CPAC in the second quarter of fiscal 2013, the results of operations of CPAC and the losses attributable to the non-controlling interest recorded for the three and six month periods ended December 31, 2012 have been presented as discontinued operations.

Impairment of Indefinite Lived Intangible Assets

We incurred $12.2 million of impairment charges related to the write-down of our IPR&D asset during the three months ended September 30, 2012 based on results of research and development work carried out by CPAC, a variable interest entity consolidated by us until December 2012. See Note 3, “Goodwill and Intangible Assets” to the condensed consolidated financial statements for details.

Liquidity and Capital Resources

At December 31, 2013, we had $70.4 million in cash and cash equivalents and $89.2 million in short-term investments, for a total of $159.6 million. Cash from operations could be affected by various risks and uncertainties, including, but not limited to the risks included in Part II, Item 1A of this Form 10-Q and in Part I, Item 1A titled “Risk Factors” of our Form 10-K for the year ended June 30, 2013. Also refer to Note 8, “Debt” to the

condensed consolidated financial statements for discussion of the Convertible Notes. Based on our current business plan and revenue prospects, we believe that we will have sufficient cash resources and anticipated cash flows to fund our operations for at least the next 12 months.

In addition, the undistributed earnings of our foreign subsidiaries at December 31, 2013 are considered to be indefinitely reinvested and unavailable for distribution in the form of dividends or otherwise. Accordingly, no provisions for U.S. income taxes have been provided thereon. We anticipate that we have adequate liquidity and capital resources and would not need to repatriate earnings. As of December 31, 2013, we had approximately $62.0 million of cash at our foreign subsidiaries.

Our cash flows for the six months ended December 31, 2013 and 2012 are summarized as follows (in thousands):

	Six months ended December 31,	
	2013	2012
Net cash used in operating activities	$ (12,910)	$ (41,811)
Net cash provided by (used in) investing activities	4,413	(13,300)
Net cash provided by financing activities	3,864	5,147
Effect of exchange rate changes on cash and cash equivalents	1,767	1,233
Net decrease in cash and cash equivalents	$ (2,866)	$ (48,731)

Cash Flows From Operating Activities

Net cash used in operating activities in the six months ended December 31, 2013 was $12.9 million, as compared to $41.8 million used in the six months ended December 31, 2012. Net cash used in operating activities in the six months ended December 31, 2013 was primarily related to:

- Net loss of $21.0 million;
- Net loss was offset by non-cash items of $20.7 million related to depreciation of fixed assets, amortization of intangible assets, share-based compensation, amortization and accretion of discount and premium on investments, amortization of debt issuance costs, accretion of interest on long-term debt, recovery of doubtful accounts receivable and provision for excess and obsolete inventory;

Table of Contents

- Increase in accounts receivable of $16.9 million as a result of increased sales;
- Increase in inventories of $7.7 million due to increase in purchases to support sales;
- Increase in deferred cost of revenue of $3.5 million and increase in deferred revenue of $7.5 million primarily due to shipments that were not accepted as of December 31, 2013;
- Decrease in accounts of payable of $0.9 million due to timing of payments;
- Increase in accrued liabilities of $6.5 million primarily due to the increase in bonus payable of $6.8 million; and
- Increase in customer advances of $3.2 million.

Net cash used in operating activities in the six months ended December 31, 2012 was primarily related to:

- Net loss of $66.6 million, comprised of $47.4 million from continuing operations and $19.2 million from discontinued operations;
- Net loss was offset by non-cash items of $35.7 million related to depreciation of fixed assets, amortization of intangible assets, impairment charges related to in-process research and development assets, share-based compensation, loss on deconsolidation of CPAC, amortization of debt issuance costs and accretion of interest expense on the 3.75% Convertible Notes, recovery of doubtful accounts receivable and provision for excess and obsolete inventory;
- Decrease in accounts receivable of $5.4 million due to lower billings;
- Increase in inventories of $7.3 million due to delays in manufacturing newly introduced products;
- Decrease in accrued liabilities of $13.9 million due to payments and reduction of bonuses, reduction of compensation related accruals, payments for inventory buy-back obligations and other liabilities;
- Increase in deferred cost of revenue of $3.0 million and increase in deferred revenue of $3.6 million primarily due to shipments that were not accepted as of December 31, 2012; and
- Increase in accounts payable of $3.3 million due to timing of vendor payments.

Cash Flows From Investing Activities

Net cash provided by investing activities was $4.4 million for the six months ended December 31, 2013, which primarily consisted of purchases of property and equipment of $6.9 million, purchases of investments of $11.5 million and sales and maturities of short-term investments of $22.8 million.

Net cash used in investing activities was $13.3 million for the six months ended December 31, 2012, which primarily consisted of the purchase of property and equipment of $9.2 million and $3.9 million related to the acquisition of Morphormics.

Cash Flows From Financing Activities

Net cash provided by financing activities during the six months ended December 31, 2013 was $3.9 million, attributable to $4.1 million from proceeds from employee stock plans, partially offset by $0.2 million of taxes paid related to net share settlement of equity awards.

Net cash provided by financing activities during the six months ended December 31, 2012 was $5.1 million, attributable to proceeds from the exercise of common stock options and the purchase of common stock under our employee stock plans.

Table of Contents

Operating Capital and Capital Expenditure Requirements

Our future capital requirements depend on numerous factors. These factors include but are not limited to the following:

- Revenue generated by sales of our products and service plans;
- Costs associated with our sales and marketing initiatives and manufacturing activities;
- Facilities, equipment and IT systems required to support current and future operations;
- Rate of progress and cost of our research and development activities;
- Costs of obtaining and maintaining FDA and other regulatory clearances of our products;
- Effects of competing technological and market developments; and
- Number and timing of acquisitions and other strategic transactions.

We believe that our current cash, cash equivalents and investments will be sufficient to meet our anticipated cash needs for working capital and capital expenditures for at least 12 months. If our cash and cash equivalents are insufficient to satisfy our liquidity requirements, we may seek to sell additional equity or debt securities or obtain additional credit facilities. The sale of additional equity or convertible debt securities could result in dilution to our stockholders. If additional funds are raised through the issuance of debt securities, these securities could have rights senior to those associated with our common stock and could contain covenants that would restrict our operations. Additional financing may not be available at all, or in amounts or on terms acceptable to us. If we are unable to obtain this additional financing, we may be required to reduce the scope of our planned product development and marketing efforts.

Contractual Obligations and Commitments

We presented our contractual obligations in our Annual Report on Form 10-K for the previous annual reporting period ended June 30, 2013. There have been no material changes outside of the ordinary course of business in those obligations during the current quarter.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations is based on our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The preparation of these condensed consolidated financial statements requires management to make estimates and judgments that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements, as well as revenue and expenses during the reporting periods. We evaluate our estimates and judgments on an ongoing basis. We base our estimates on historical experience and on various other factors we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities. Actual results could therefore differ materially from those estimates if actual conditions differ from our assumptions.

During the three and six months ended December 31, 2013, there have been no changes to the critical accounting policies and estimates as discussed in Part II, Item 7 of our Form 10-K for the year ended June 30, 2013, which we believe are those related to revenue recognition, business combinations and intangible asset impairment, inventories, share-based compensation expense, income taxes, loss contingencies and corporate bonus expense and accruals.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Foreign Currency Exchange Rate Risk

Future fluctuations in the value of the U.S. dollar may affect the price competitiveness of our products outside the United States. For direct sales outside the United States, we sell in both U.S. dollars and local currencies, which could expose us to additional foreign currency risks, including changes in currency exchange rates. Our operating expenses in countries outside the United States are payable in foreign currencies and therefore expose us to currency risk. To the extent that management can predict the timing of payments under sales contracts or for operating expenses that are denominated in foreign currencies, we may engage in hedging transactions to mitigate such risks in the future.

Interest Rate Risk

We maintain an investment portfolio of various holdings, types, and maturities. These securities are generally classified as available for sale and consequently, are recorded on the balance sheet at fair value with unrealized gains and losses reported as a separate component of

Table of Contents

accumulated other comprehensive income (loss). At any time, a sharp rise or decline in interest rates could have a material adverse impact on the fair value of our investment portfolio. Likewise, increases and decreases in interest rates could have a material impact on interest earnings for our portfolio. The following table presents the hypothetical change in fair values in the financial instruments we held at December 31, 2013 that are sensitive to changes in interest rates. The modeling technique used measures the change in fair values arising from selected potential changes in interest rates on our investment portfolio, which had a fair value of $89.2 million at December 31, 2013. Market changes reflect immediate hypothetical parallel shifts in the yield curve of plus or minus 100, 75, 50 and 25 basis points (in thousands).

	Decrease in interest rates				Increase in interest rates			
Change in interest rate	**-100 BPS**	**-75 BPS**	**-50 BPS**	**-25 BPS**	**25 BPS**	**50 BPS**	**75 BPS**	**100 BPS**
Unrealized gain (loss)	$ 1,093	$ 817	$ 543	$ 271	$ (269)	$ (536)	$ (802)	$ (1,067)

Equity Price Risk

On August 1, 2011, we issued $100 million aggregate principal amount of 3.75% Convertible Notes. Upon conversion, we can settle the obligation by issuing our common stock, cash or a combination thereof at an initial conversion rate equal to 105.5548 shares of common stock per $1,000 principal amount of the Convertible Notes, which is equivalent to a conversion price of approximately $9.47 per share of common stock, subject to adjustment. There is no equity price risk if the share price of our common stock is below $9.47 upon conversion of the Convertible Notes. For every $1 that the share price of our common stock exceeds $9.47, we expect to issue an additional $10.6 million in cash or shares of our common stock, or a combination thereof, if all of the Convertible Notes are converted.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow for timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2013. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that as of December 31, 2013 our disclosure controls and procedures were effective to provide reasonable assurance that the information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

During the three months ended December 31, 2013, there was no change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations of Internal Control Over Financial Reporting

Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and in reaching a reasonable level of assurance, management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

Please refer to Note 5 to the condensed consolidated financial statements above for a description of certain legal proceedings currently pending against the Company. From time to time we are involved in legal proceedings arising in the ordinary course of our business.

Table of Contents

Item 1A. Risk Factors.

A description of the risk factors associated with our business is included under "Risk Factors" contained in Part I, Item 1A of our Form 10-K for the year ended June 30, 2013, as updated in Part II, Item 1A of our quarterly report on Form 10-Q for the quarter ended September 30, 2013, and is incorporated herein by reference. The descriptions below include material changes to the risk factors affecting our business that were previously disclosed in such filings.

Any risk factor included below supersedes the description of the relevant risk factor in such filings. Other than the items discussed below, there have been no material changes in our risk factors since such filings.

We have a large accumulated deficit, may incur future losses and may be unable to achieve profitability.

As of December 31, 2013, we had an accumulated deficit of $340.6 million. We may incur net losses in the future, particularly as we resolve manufacturing and supply issues with the MLC option for our new CyberKnife M6 Series and improve our selling and marketing activities. Our ability to achieve and sustain long-term profitability is largely dependent on our ability to successfully market and sell the CyberKnife and TomoTherapy Systems and to control our costs and effectively manage our growth. We cannot assure you that we will be able to achieve profitability. In the event we fail to achieve profitability, our stock price could decline.

As a strategy to assist our sales efforts, we may offer extended payment terms, which may potentially result in higher Days Sales Outstanding and greater payment defaults.

We offer longer or extended payment terms for qualified customers in some circumstances. As of December 31, 2013, customer contracts with extended payment terms of more than one year amounted to less than 4% of our accounts receivable balance. While we qualify customers to whom we offer longer or extended payment terms, their financial positions may change adversely over the longer time period given for payment. This may result in an increase in payment defaults, which would affect our future revenue, as we recognize revenue on such transactions on a cash basis.

Our liquidity could be adversely impacted by adverse conditions in the financial markets.

At December 31, 2013, we had $70.4 million in cash and cash equivalents and $89.2 million in investments. The available cash and cash equivalents are held in accounts managed by third party financial institutions and consist of cash in our operating accounts and cash invested in money market funds and certificates of deposit. The investments are managed by third party financial institutions and consist of U.S. corporate debt securities and commercial paper. To date, we have experienced no realized losses on or lack of access to our invested cash, cash equivalents or investments; however, we can provide no assurances that access to our invested cash and cash equivalents will not be impacted by adverse conditions in the financial markets.

At any point in time, we also have funds in our operating accounts that are with third party financial institutions that exceed the Federal Deposit Insurance Corporation, or FDIC, insurance limits. While we monitor daily the cash balances in our operating accounts and adjust the cash balances as appropriate, these cash balances could be impacted if the underlying financial institutions fail or become subject to other adverse conditions in the financial markets. To date, we have experienced no loss or lack of access to cash in our operating accounts.

Our major stockholders own approximately 61% and directors and executive officers own approximately 0.9% of our outstanding common stock as of December 31, 2013, which could limit other stockholders' ability to influence the outcome of key transactions, including changes of control.

As of December 31, 2013, our current holders of 5% or more of our outstanding common stock held in the aggregate approximately 61% of our outstanding common stock, while our directors and executive officers held in the aggregate approximately 0.9% of our outstanding common stock. This concentration of ownership may delay, deter or prevent a change of control of our company and will make some transactions more difficult or impossible without the support of these stockholders.

Increased leverage as a result of the Convertible Notes offering may harm our financial condition and operating results.

As of December 31, 2013, we had total consolidated long-term liabilities of approximately $215.9 million, including the liability component of the 3.75% Convertible Notes in the amount of $86.1 million and the 3.50% Convertible Notes in the amount of $115.0 million.

Our level of indebtedness could have important consequences to stockholders and note holders, because:

- It could affect our ability to satisfy our obligations under the Convertible Notes;

Table of Contents

- A substantial portion of our cash flows from operations will have to be dedicated to interest and principal payments and may not be available for operations, working capital, capital expenditures, expansion, acquisitions or general corporate or other purposes;
- It may impair our ability to obtain additional financing in the future;
- It may limit our flexibility in planning for, or reacting to, changes in our business and industry; and
- It may make us more vulnerable to downturns in our business, our industry or the economy in general.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(a) Sales of Unregistered Securities

None.

(b) Use of Proceeds from Public Offering of Common Stock

None.

(c) Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.1	Patent License Agreement by and between Registrant and CyberHeart, Inc. dated December 10, 2010 (Complete Agreement Filed Due to Expiration of Confidential Treatment Request)	-	-	-	-	X
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended	-	-	-	-	X
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended	-	-	-	-	X
32.1*	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, and 18 U.S.C. 1350	-	-	-	-	
101.INS	XBRL Instance Document					
101.SCH	XBRL Taxonomy Extension Schema Document					

Table of Contents

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					

*The certification attached as Exhibit 32.1 that accompanies this Quarterly Report on Form 10-Q is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Accuray Incorporated under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ACCURAY INCORPORATED

By: /s/ Joshua H. Levine
Joshua H. Levine
President and Chief Executive Officer

By: /s/ Gregory E. Lichtwardt
Gregory E. Lichtwardt
Executive Vice President and Chief Financial Officer

Date: February 7, 2014

Patent License Agreement

This Patent License Agreement (the "Agreement") is entered into as of December 10, 2010 ("Effective Date"), by and between **CyberHeart, Inc.**, a Delaware corporation, with its principal place of business at 3282 Alpine Road, Portola Valley, CA 94028 ("Licensor"), and **Accuray Incorporated**, a Delaware corporation, with its principal place of business at 1310 Chesapeake Terrace, Sunnyvale, CA 94089 ("Licensee"). In this Agreement, Licensor and Licensee may be referred to each individually as a "Party" or collectively as "Parties."

WHEREAS, Licensor is the sole and exclusive owner, except for any existing licenses thereunder, of all the right, title, and interest in and to the Letters Patent of the United States No. 6,889,695 and Letters Patent of the United States No. 7,645,276;

WHEREAS, Licensee is desirous of obtaining a non-exclusive worldwide license to manufacture and sell certain products embodying and employing the inventions of the aforesaid Letters Patents, and of any reissues or reexaminations thereof; and

WHEREAS, concurrently herewith, the Parties are entering into the License Agreement effective as of the effective date specified therein (the "License Agreement").

NOW THEREFORE, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. DEFINITIONS.

The following terms, as used in this Agreement, shall have the meanings set forth below:

1.1. "Affiliate" means, with respect to any Party, any Person that Controls, is Controlled by, or is under common Control with such Party, only so long as such Control exists. As used in this Section 1.1 "Control" (and its derivatives) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity through ownership of fifty percent (50%) or more of the securities entitled to elect the board of directors (or in the case of an entity that is not a corporation, the corresponding managing authority); provided that, for a Person established in a jurisdiction where a Party cannot, as a matter of law, have such ownership interest, Control shall mean the maximum ownership interest permitted by law.

1.2. "CyberHeart Field" means any and all non-tumor applications involving or relating to the heart, the coronary arteries (including without limitation the epicardial coronary arteries), the cardiac veins, the structure or function of any of the foregoing, or related conditions, including without limitation all diseases and conditions of the conduction system, the coronary, arterial and/or venous systems, heart valves or chambers, wall anomalies affection, ejection fraction and/or conduction, but excluding arterio venous malformations outside the heart and not within 2cm of the heart wall.

1.3. "License Agreement" shall have the meaning set forth in the recitals.

1.4. "Licensed Patents" means Letters Patent of the United States No. 6,889,695 and Letters Patent of the United States No. 7,645,276, and all foreign equivalents, continuations, continuations-in-part, divisionals, reissues, and reexaminations thereof.

1.5. "Licensed Products" means any software, hardware or other product that is owned by Licensee, and that is covered by one or more claims of the Licensed Patents, regardless of whether such product is combined with any Licensee technology or any third party technology, but excluding any CyberKnife System (as defined in the License Agreement) or any other product or component that contains functionality in addition to that required to implement the claims of the Licensed Patents.

1.6. "Person" shall be broadly interpreted to include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity or any department, agency, or political subdivision thereof.

1.7. "Term" has the meaning assigned to such term under Section 6.1.

2. GRANT OF RIGHTS, SUBLICENSING, RETAINED RIGHTS.

2.1. Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, worldwide, non-transferable (except as provided in Section 10.2), perpetual (subject to the provisions of Article 6 hereto), royalty-bearing right and license under the Licensed Patents, with the right to authorize or grant sublicenses (solely as set forth in Section 2.2), to make, have made, use, sell, have sold, offer to sell, market, have marketed, import, export, and otherwise exploit and commercialize the Licensed Products solely in the CyberHeart Field; provided, however, that Licensee agrees not to exercise any rights under the license granted under this Section 2.1, or any rights under this Agreement, prior to the occurrence of a Trigger Event as provided in Section 2.3 of the License Agreement.

2.2. Sublicensing. The license granted in Section 2.1 includes the right for Licensee, without Licensor's consent, to grant and authorize sublicenses to any Affiliate of Licensee and to customers and final end-users to use only (but no other right other than use) the Licensed Products solely in the CyberHeart Field, on commercially reasonable terms.

2.3 Retained Rights; No Other Rights. Licensor expressly reserves and retains all right, title, and interest in, to, and under Licensed Patents all rights of Licensor not expressly granted to Licensee under this Agreement. No other rights, licenses, or interest are granted by a Party to the other Party by implication, estoppel, or otherwise, other than as expressly granted by this Agreement.

3. PAYMENTS, AUDITS, REASONABLE EFFORTS.

3.1. Royalty. Within thirty (30) days after the end of each calendar quarter, Licensee shall pay to Licensor a royalty equal to seven percent (7%) of the gross revenue

recognized by Licensee, in accordance with Licensee's accounting policies and generally accepted accounting principles, from the sale, license, lease, use, or other distribution ("Sale") of Licensed Products.

3.1.1 Bundled Products. In the event that a Licensed Product under this Agreement is sold in a combination package or bundled by or on behalf of Licensee or any Licensee Affiliate with any other products, components or systems that contain functionality in addition to that required to implement the claims of the Licensed Patents (including without limitation, as a component of a system in which other components or products are integrated), then Licensee gross revenue, for purposes of determining royalty under Section 3.1, shall be calculated by multiplying the selling price of that bundled product by the fraction A/(A+B), where A is the published list price during the royalty-paying period in question, of the Licensed Product sold separately, and B is the published list price during the royalty-paying period in question, of the other products sold separately. In the event that the products are not sold separately, then the fair market value of the products, as determined by Licensor in good faith, shall be used in place of the gross selling price. For example, if Licensee sells for a bundled price of $1,200 a Licensed Product with a list price of $1,000 and another product with a list price of $500, the Licensee gross revenue for purposes of the royalty payable under Section 3.1 would be determined by multiplying $1,200 by the fraction 1,000/1,500, which equals $800.

3.1.2 Unpriced Products. In the event that a Licensed Product under this Agreement is provided (other than part of a combination or bundle, which is covered under Section 3.1.1) by or on behalf of Licensee or its Affiliate to any third party receiving below-market or no payment by such third party, then Licensee gross revenue, for purposes of determining royalty under Section 3.1, shall be calculated based on the published list price during the royalty-paying period in question for such Licensed Product.

3.2. Foreign Sales. For purposes of computing royalty payments under Section 3.1 based on transactions made in a currency other than United States dollars, royalty payments will be determined in the foreign funds for the country in which the Licensed Products are sold, leased or otherwise distributed and then converted into equivalent United States dollars at the rate of exchange for selling funds as published by the Wall Street Journal (U.S., Western Edition) for the last business day of each quarter.

3.3. Audit Rights. Licensee shall keep or cause to be kept such records as are required to determine, in a manner consistent with Generally Accepted Accounting Principles (GAAP) and this Agreement, the sums due under this Agreement, including, but not limited to, sales of Licensed Products. At the request (and expense) of Licensor, Licensee and its Affiliates and sublicensees shall permit an independent certified public accountant appointed by Licensor and reasonably acceptable to Licensee, at reasonable times and upon reasonable notice, to examine only those records as may be necessary to determine, with respect to any calendar year ending not more than three (3) calendar years prior to the beginning of the calendar year in which such audit occurs, for records to be kept as provided in this Section 3.3 prior to Licensor's request, the correctness or completeness of any report or payment made under this Agreement. Results of any such examination shall be: (a) limited to information relating to Licensed Products; (b) made available to both Parties, and (c) deemed the Confidential Information of Licensee subject to Article 5. Licensor shall bear the full cost of the performance of any such

audit, unless such audit discloses a variance to the detriment of Licensor of more than five percent (5%) of the amount of the original report, royalty or payment calculation. In such case, Licensee shall bear the full cost of the performance of such audit.

3.4. Payment Terms. All amounts paid hereunder shall be in U.S. dollars. Licensee shall pay all amounts that have become due and payable hereunder within thirty (30) days of each calendar quarter. If Licensee fails to make any payment required under this Agreement within thirty (30) days after the date on which such payment becomes due and payable, then Licensor may, at its option and sole discretion and in addition to any other remedies it may have at law or equity, assess a late fee in the amount equal to one percent (1%) of the unpaid balance for each month after payment is due until the invoice is paid in full, or if less, the maximum allowable by law. For purposes of clarity, failure to make any payment when due pursuant to the terms of this Agreement shall constitute a material breach of this Agreement under Section 6.2, without limiting Licensor's rights under Section 6.2 or otherwise.

3.5. Sole Remuneration. The payments set out in this Section 3 represent Licensor's sole remuneration for all rights and licenses granted under this Agreement.

4. INTELLECTUAL PROPERTY OWNERSHIP.

4.1. Notification. Licensee shall promptly notify Licensor in writing (and provide a reasonable description) of any suspected infringement or misappropriation by a third party of any Licensed Patents (a "Third-Party Infringement"), of which it becomes aware. The obligations under this Section 4.1 do not create any affirmative obligation on the part of one Party to police, review, or otherwise investigate any potential Third Party Infringement.

4.2. Enforcement of Licensed Patents. Licensor shall have the first right, but not the obligation, to file and pursue any suit or action for any third-party infringement of the Licensed Patents. Licensee agrees to provide reasonable assistance, as may be requested by Licensor, and will reasonably cooperate with Licensor's enforcement of the Licensed Patents. Licensor shall bear the reasonable expenses incurred by Licensee in providing assistance and cooperation pursuant to this Section 4.2 as requested by Licensor.

4.3. Indemnification. Licensor shall: (i) at its sole option and expense, defend Licensee, its Affiliates, and their respective agents, employees, and officers (each an "Licensee Indemnitee") against, or settle, any suit, complaint, demand, or action by a third party against any Licensee Indemnitee arising out of a claim by a third party that one or more claims of an enforceable patent owned by or exclusively licensed to such third party and that issued prior to the date on which the Parties enter into this Agreement, are infringed as a direct result of Licensee exercising the rights granted to it under Section 2.1 ("Infringement Claim"); and (ii) indemnify each Licensee Indemnitee against any and all damages, cost, expenses, losses, and liabilities, including without limitation reasonable attorneys' fees, which are awarded in connection with, or which are included in any settlement amounts of, any such

Infringement Claim. Notwithstanding any provision contained herein to the contrary, in no event shall Licensor's liability under this Section 4.3 exceed the aggregate amount of royalty payments made or to be made by Licensee to Licensor under Section 3.1. At such time as the liability

incurred by Licensor under this Section 4.3 equals at least the aggregate amount of royalty payments theretofore made by Licensee to Licensor under Section 3.1, Licensor's obligation to indemnify Licensee pursuant to Section 4.3 shall be suspended; provided that, to the extent that Licensee has then incurred or thereafter incurs damages, costs, expenses, losses and liabilities that are subject to indemnification by Licensor under this Section 4.3 for which Licensee has not been fully indemnified in accordance with the terms of this Section 4.3 ("Indemnifiable Losses"), Licensee may withhold any other royalty payments that are then or that thereafter become payable by Licensee to Licensor pursuant to Section 3.1 and irrevocably offset and credit all such payments against any and all Indemnifiable Losses incurred by Licensee that have not previously been paid or reimbursed by Licensor.

5. CONFIDENTIALITY.

5.1. Confidential Information. "Confidential Information" shall mean any trade secrets, confidential data or other confidential information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), which: (i) if disclosed in writing, is marked "Confidential," "Proprietary," or in some other manner to indicate its confidential nature; (ii) if disclosed orally, is designated as confidential at the time of disclosure and confirmed in writing as confidential within thirty (30) days after its oral disclosure, which confirmation is marked in a manner to indicate its confidential nature and delivered to the Receiving Party within such thirty (30) day period; or (iii) given the contents thereof or circumstances surrounding its disclosure, would reasonably be considered by an objective third party to be the other Party's Confidential Information.

5.2. Exclusions. Notwithstanding the foregoing, Confidential Information shall not include any information which the Receiving Party can establish: (i) was publicly known or made available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known or made available after disclosure to the Receiving Party through no action or inaction of the Receiving Party; (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) disclosed to the Receiving Party without restriction by a third party who had a right to disclose and was not under an obligation of confidence to the Disclosing Party; or (v) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

5.3. Non-Use and Non-Disclosure. Each Party agrees to use the Confidential Information of the other Party solely for the purposes of exercising its rights or performing its obligations under this Agreement. Each Party further agrees not to disclose any Confidential Information of the other Party to any third parties other than those third parties who are bound, prior to receiving any Confidential Information, by confidentiality obligations at least as protective as those in this Agreement.

5.4. Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid unauthorized disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the

foregoing, each Party shall take at least those measures that such Party takes to protect its own confidential information of a similar nature, but in no event less than reasonable measures. Each Party shall reproduce the other Party's proprietary rights notices on all copies, in the same manner in which such notices were set forth in or on the original. Each Party shall immediately notify the other Party in the event of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party.

5.5. Non-Disclosure of Terms. Each Party agrees not to disclose to any third party the terms of this Agreement (including without limitation all Exhibits) without the prior written consent of the other Party, except to such Party's attorneys, advisors, investors, potential investors, and others on a need to know basis under circumstances that reasonably ensure the confidentiality thereof, or in connection with financing activities, securities filings, mergers, acquisitions, or the like.

5.6. Permitted Disclosures. Nothing in this Agreement shall be deemed to prohibit the Receiving Party from disclosing any Confidential Information to the extent: (i) required by law; or (ii) pursuant to the written consent of the Disclosing Party; provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, the Receiving Party shall notify the Disclosing Party of the scope and source of such legal requirement and shall, to the extent reasonably possible, give the Disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information.

6. TERM AND TERMINATION.

6.1. Term. This Agreement shall become effective on the Effective Date and shall remain in effect until the expiration of the last to expire of the Licensed Patents, unless earlier terminated as provided Section 6.2 or Section 6.3 (such period of effectiveness, the "Term").

6.2. Termination for Cause. Either Party shall have the right to terminate this Agreement following bankruptcy or insolvency of the other party, or any material breach or default in performance under this Agreement by the other Party with sixty (60) days prior written notice to the breaching party specifying the nature of the breach or default. Unless the breaching party has cured the breach or default prior to the expiration of the sixty (60) day period, the non-breaching party, at its sole option, may terminate this Agreement upon written notice to the breaching party. Termination of this Agreement shall become effective upon receipt by the breaching party of such second notice.

6.3. Effect of Termination or Expiration. Subject to the provisions of Section 6.6 upon termination of this Agreement by Licensor under Section 6.2 : (i) the license granted under Section 2.1, and any sublicense granted pursuant to Section 2.2, terminates; (ii) all rights and obligations of each party terminate, except with respect to any rights or obligations that accrued prior to such termination; and (iii) each party shall return to the other party all copies of any and all materials, including any Confidential Information, received by the other Party during the term of this Agreement. In the event of termination of this Agreement by Licensee, the license granted under Section 2.1 shall become perpetual and royalty-free, and Licensor shall

return to Licensee all copies of any materials, including any Confidential Information, received from Licensee during the term of this Agreement.

6.4. Effect on Customers. For avoidance of doubt, no termination or expiration of this Agreement shall be deemed to terminate or otherwise extinguish any rights of any customers of a Licensed Product under their then-current contracts for use of such Licensed Product.

6.5. Survival. The following provisions shall survive any termination or expiration of this Agreement: Articles 1 (Definitions), 5 (Confidentiality), 7 (Bankruptcy), 8 (Limitation of Liability), 10 (Dispute Resolution), and 11 (General Provisions); and Sections 2.3 (Reservation of Rights), 3.1 (to the extent outstanding amounts are due and payable), 3.3 (Audit Rights), 3.5 (Sole Remuneration), 4.3 (Indemnification); 6.3 (Effect of Termination); 6.4 (Effect on Customers); and 6.5 (Survival).

7. BANKRUPTCY.

All rights and licenses granted pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of Title 11 of the U.S. Code (the "Bankruptcy Code"), licenses to rights of "intellectual property" as such term is used thereunder. Notwithstanding any provision contained herein to the contrary, if either Party is under any proceeding under the Bankruptcy Code and the trustee in bankruptcy of such Party, or such Party as a debtor in possession, rightfully elects to reject this Agreement, the other may, pursuant to Sections 365(n)(1) and (2) of the Bankruptcy Code, retain any and all of their respective rights hereunder, to the maximum extent permitted by law, subject to making the payments specified herein, if any.

8. LIMITATION OF LIABILITY.

EXCEPT FOR EITHER PARTY'S BREACH OF THE REPRESENTATIONS AND WARRANTIES UNDER SECTION 9 OR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THIS ARTICLE 8, NOTHING IN THIS AGREEMENT SHALL EXCLUDE LIABILITY TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

9. REPRESENTATIONS, AND WARRANTIES

9.1. Representations and Warranties.

9.1.1. General. Each Party hereby represents and warrants that: (i) it has the full right and authority to enter into this Agreement; (ii) the execution, delivery and performance by such Party does not violate or breach the terms of any other agreement with any third party; and (iii) it has not previously made, and during the Term shall not make, any commitment or grant or authorization of rights which are in conflict in any material way with the rights or licenses granted herein.

9.2. Intellectual Property Rights. Licensor hereby represents and warrants that, to the best of Licensor's knowledge: (i) it is the sole and exclusive owner of the Licensed Patents, and has the right with respect thereto to grant the rights and licenses thereto to Licensee as set forth herein; (ii) upon execution of this Agreement by both Parties, the rights and licenses granted hereunder shall be fully valid and enforceable in accordance with their terms.

9.3. WARRANTY DISCLAIMER. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT.

10. DISPUTE RESOLUTION

Prior to the initiation by either Party of any lawsuit or other proceeding, any dispute between the Parties regarding interpretation of or breach of a term or condition of this Agreement shall be discussed between the Chief Executive Officers ("CEO") of each of the Parties in good faith in an effort to achieve a reasonable resolution. If the dispute is not resolved by the CEO's within fifteen (15) days after either Party notified the other of a dispute and its desire to trigger the dispute resolution provisions of this Article 10, then each Party shall have the right to initiate a lawsuit or other proceeding.

11. GENERAL PROVISIONS.

11.1. Notices. All notices called for under this Agreement shall be made in writing and shall be sent by personal delivery, reputable overnight courier service, or registered or certified mail, return receipt requested, addressed to the other Party at the address set forth in the first paragraph of this Agreement. The date of such notice shall be deemed to be the day it is delivered, if hand delivered, or five (5) days after deposit, if mailed.

11.2. Assignment. This Agreement, and the rights and obligations hereunder, shall not be assigned or transferred in whole by Licensee without the prior written consent of the

Licensor, which consent shall not be unreasonably withheld; provided, however, that either Party may assign this agreement in whole to any Affiliate or to any successor in interest to all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by operation of law, merger, purchase, or otherwise. Any attempted assignment in violation of the foregoing shall be null and void and of no effect. Subject to the foregoing, this Agreement shall be binding and inure to the benefit of the respective Parties and their successors and permitted assigns, and the name of the Party appearing herein shall be deemed to change to the names of such Party's successors and permitted assigns upon such a transfer.

11.3. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, without reference to any principles of conflicts of law that would result in the application of the laws of any State other than the State of California. Any and all disputes arising under or in connection with this Agreement shall be submitted exclusively in the state or federal courts located in Santa Clara County, California, the personal jurisdiction of which each of the Parties hereby irrevocably submits.

11.4. Severability. If any term of this Agreement is held to be invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the Parties shall substitute a valid provision with the same intent and economic effect as nearly as possible.

11.5. Non-Waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way, or act as a waiver of, the right to require the other Party to perform in accordance with this Agreement at any other time, nor shall the waiver of either Party of a breach of a provision of this Agreement be held or taken to be a waiver of the provision itself.

11.6. Relationship of Parties. Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, partnership or association between the Parties, and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

11.7. Interpretation. This Agreement is to be deemed to have been drafted jointly by the Parties and any uncertainty or ambiguity shall not be construed for or against either Party based on attribution of drafting to either Party. The captions and headings to this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement. Unless specified to the contrary, references to Articles, Sections or Exhibits mean the particular Articles, Sections or Exhibits to this Agreement and references to this Agreement include all Exhibits hereto. Unless context otherwise clearly requires, whenever used in this Agreement, the words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation."

11.8. Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.

11.9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. Faxed signatures shall have the same legal effect as original signatures.

11.10. Entire Agreement. This Agreement contains the Parties' entire understanding with respect to the matters contained herein and supersedes all prior oral or written understandings with respect to the subject matter hereof. There are no promises, covenants or undertakings other than those set forth herein, and neither Party is relying upon any representations or warranties except as set forth herein. This Agreement may not be modified except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Patent License Agreement.

CYBERHEART, INC. (LICENSOR)

By: /s/ Patrick J. Maguire

Name: Patrick J. Maguire

Title: President & CEO

ACCURAY, INC. (LICENSEE)

By: /s/ Euan Thomson

Name: Euan Thomson

Title: President and Chief Executive Officer

12-10-10

By: /s/ Darren J. Milliken

Name: Darren J. Milliken

Title: Senior Vice President, General Counsel

12-9-2010

Exhibit 31.1

Certifications

I, Joshua H. Levine, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Accuray Incorporated, a Delaware corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects, the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2014

/s/ Joshua H. Levine
Joshua H. Levine

President and Chief Executive Officer

Exhibit 31.2

Certifications

I, Gregory E. Lichtwardt, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Accuray Incorporated, a Delaware corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects, the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2014

/s/ Gregory E. Lichtwardt
Gregory E. Lichtwardt

Executive Vice President and Chief Financial Officer

Exhibit 32.1

Certification of Chief Executive Officer and Chief Financial Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officers of Accuray Incorporated, a Delaware corporation (the "*Company*") hereby certify, to such officers' knowledge, that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the three months ended December 31, 2013 (the "*Report*") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 7, 2014

/s/ Joshua H. Levine
Joshua H. Levine

President and Chief Executive Officer

/s/ Gregory E. Lichtwardt
Gregory E. Lichtwardt

Executive Vice President and Chief Financial Officer