A part of: **Thermo Fisher**
S C I E N T I F I C

SOFTWARE LICENSE AGREEMENT

ATTENTION: YOU MAY NEED TO SCROLL DOWN TO THE END OF THIS AGREEMENT BEFORE YOU CAN AGREE TO THESE TERMS AND CONTINUE WITH THE SOFTWARE INSTALLATION.

IMPORTANT: THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE ("YOU" OR "LICENSEE") AND FEI COMPANY, A PART OF THERMO FISHER SCIENTIFIC, LOCATED AT 5350 NE DAWSON CREEK DRIVE, HILLSBORO, OREGON 97124, USA ("COMPANY"). READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. BY INSTALLING AND/OR USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR DO NOT HAVE AUTHORITY TO AGREE TO THESE TERMS, THEN DO NOT INSTALL OR USE THE SOFTWARE AND RETURN THE SOFTWARE TO YOUR PLACE OF PURCHASE.

1. Definitions.
(a) "Software" means one or more versions of Athena and any extensions supplied by Company, and corresponding documentation, associated media, printed materials, and online or electronic documentation. For purposes of this Agreement, Software includes any updates to the Software which you are entitled to receive.
(b) "License Key", code provided by Company to Licensee to activate the Software.
(c) "Error Correction" means computer code which corrects an error in the Software, but which cannot be executed independently of the Software.
(d) "Software Update", means major (new features) or minor (bug fixes) release of the same software family for which you currently have a license.
(e) "Software Upgrade" means different software of the product family, more fully featured, than software for which you currently have license, as well as any purchase of additional license rights.
(f) "Cloud Service" means an internet-accessible cloud-based data service maintained by Company or a third party contracted by Company by which Company may access certain information relating to maintenance and support of the Software.
(g) "User" means an employee or contractor of Licensee identified by the Company as one of its authorized users of the Software.
(h) "Software Maintenance Contract" means a contract between you and the Company under which the Company or its representatives shall provide maintenance services for the Software. Unless otherwise agreed in writing by the Company, the maintenance terms shall be Company's current terms for maintenance of the Software as quoted by the Company, its affiliates, or their authorized resellers. The Software Maintenance Contract may a stand-alone software maintenance agreement or an addendum to an equipment maintenance agreement.

2. License Grant.
Subject to the payment of the applicable license fees and compliance with the terms of this Agreement, Company grants you the right to use the number of copies of the Software on the server upon which the Software is initially installed for the period of time and number of Users as specified on your contract or invoice. Certain extensions may have a limit on the number of Users who may concurrently use such extension, such limitation shall be set forth in your contract or invoice. If your Software license is designated a "rental" or limited time license, the Software will cease operating after a predetermined amount of time due to an internal mechanism within the Software unless a renewal license is purchased. If Company identifies a Software license as an Academic License, the Licensee must be an academic institution or other qualifying non-profit organization and may use up to the maximum number of copies of the Software that have been validly obtained pursuant to the License. Software provided through an Academic License may only be used for "Academic Use," which means use (i) by an individual employed by (or, with respect to academic institutions, enrolled in a course of study at) an accredited academic institution, organized and operated exclusively for the purpose of education or research, (ii) at the location of such academic institution, and (iii) solely for purposes directly related to teaching, training, degree-granting programs, and research and development that are part of the instructional functions of the institution. Without limiting the foregoing, Academic Licenses may not be used for commercial, professional or productive purposes, for commercial training or any other for-profit purposes. If the license is a "Demo Version" the license of the Software, so identified, shall be used only to review, demonstrate and evaluate the Software for a five (5) day period running from Monday through Friday. The Demo Version shall be accessed on the Cloud Service and may lack the ability for the end-user to save the end product, and will cease operating after the five (5) day trial period due to an internal mechanism within the Demo Version. Data and user-generated content will be permanently deleted from the Cloud Service within ten (10) days of the end of the trial period. You may not: (A) access more than one copy of a Demo Version of the Software; (B) alter the contents of a hard drive, operating system or computer system to enable the use of the Demo Version of the Software after the trial period expires; (C) disclose the results of software performance benchmarks obtained using the Demo Version to any third party without Company's prior written consent; (D) use the Demo Version of the Software for a purpose other than the sole purpose of determining whether to purchase a license to a commercial or academic version of the Software; or (E) provide, install or use the Demo Version of the Software for any commercial training purpose. Licensee must additionally accept the Terms of Use for the Thermo Fisher Cloud, or such other cloud service as may be used to host the Demo Version, in order to access and use the Demo Version of the Software.

3. Third Party Licensor Rights.
The Software includes components provided by licensors to Company ("Third Party Licensors"), and may also include Open Source Software ("OSS") components. Licenses from Third Party Licensors may have enforceable rights in the components included in the Software and may be able to enforce such rights directly against Licensee. Company's warranty and indemnity obligations do not apply to third party components to the extent that (i) the third-party license to Company requires that such software is distributed without warranty and/or (ii) the components are OSS.

4. Permitted Use.
(a) You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes.
(b) You agree that Company may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall

reimburse Company for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such noncompliance.

(c)   Your license rights under this Agreement are nonexclusive, nontransferable, and non-assignable.

(d)   Mandatory Product Activation. Any license rights granted under this Agreement may be limited to the first thirty (30) days after you first install the Software unless you supply information required to activate your licensed copy in the manner described during the setup sequence of the Software. You may need to activate the Software through the use of the Internet or telephone; toll charges or other provider charges may apply. There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree to follow any requirements regarding such technological measures. You may also need to reactivate the Software if you modify your server hardware, alter the Software, or install the Software on another server. Product activation may be based on the exchange of information between your server and Company. None of this information contains personally identifiable information nor can they be used to identify any personal information about you or any characteristics of your computer configuration.

5.   Prohibited Actions.

(a)   Other than as expressly set forth in Section 2 and 4, you may not make or distribute copies of the Software, or electronically transfer the Software from one server or to another over a network.

(b)   You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form or modify the Enhanced Compressed Wavelet ("ECW") file format in any way, including file conversion application converting ECW files to any other file format.

(c)   Unless expressly permitted by Company, you may not rent, lease, or sublicense the Software.

(d)   Unless expressly permitted by Company, you may not modify the Software or create derivative works based upon the Software.

6.   Software Updates.

If this copy of the Software is an update from an earlier version of the Software, before you may install or use the Software Update, you must: i) possess a valid license of an earlier version of the Software to be updated; ii) your Software must be within the Software Warranty, Software Maintenance Period or you must have a current Software Maintenance Contract. You may not continue to use the earlier version copy of the Software to which this update copy relates after you receive and install the update copy.

7.   Software Upgrades.

If this copy of the Software is an upgrade from an earlier version of the Software, you must: (i) possess a valid full license of an earlier version of the Software used to upgrade to this upgrade copy ii) have your License covered by a Software Maintenance Contract, in order to install and/or use this upgrade copy. You may NOT continue to use each earlier version copy of the Software to which this upgrade copy relates. The software upgrade is considered as new Software and subject to the general terms of this Agreement or the Software License Agreement that accompanies the upgrade.

8.   Reservation of Rights.

Title to and ownership of Software, and all proprietary rights or intellectual property rights with respect to the Software, remains exclusively with Company or its licensors. The license does not constitute a sale of the Software or any portion or copy of it. Ownership of the source form of Licensee's Application Software that makes calls to but does not contain all or any portion of Software remains the property of Licensee.

9.   Confidentiality.

Software is a trade secret and is proprietary to Company. Licensee shall maintain Software in confidence and prevent disclosure of Software using at least the same degree of care it uses for its own similar proprietary information, but in no event less than a reasonable degree of care. Licensee shall not disclose Software or any part thereof to anyone for any purpose, other than to employees or authorized end users for the purpose of exercising the rights expressly granted under this Agreement. The obligation under this Section shall survive any termination of the Agreement.

10.   Warranty.

Company warrants that for a period of thirty (30) days following the date the Software is shipped to Licensee (the "Software Warranty "), the Software will materially conform to the user manuals and other documentation issued by Company in conjunction with the Software. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE OBLIGATION FOR ANY BREACH OF THE FOREGOING WARRANTY IS THE MAINTENANCE OBLIGATIONS SET FORTH IN MAINTENANCE SECTION BELOW. EXCEPT FOR THE FOREGOING WARRANTY, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR USE. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN SOFTWARE WILL OPERATE IN THE COMBINATION LICENSEE SELECTS OR THAT OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

11.   Liability Limitations.

COMPANY AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM USE OF SOFTWARE OR FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE, INCLUDING ANY LICENSEE APPLICATION SOFTWARE. COMPANY'S CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT OF LICENSE FEES PAID BY THE LICENSEE FOR THE SOFTWARE LICENSED UNDER THIS AGREEMENT IN THE PRECEDING TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.   Defense.

Company will defend or settle any action brought against Licensee to the extent based on a claim that Software, used within the scope of the license, infringes any U.S. copyright and will pay the cost of any final settlement or judgment attributable to such claim provided Licensee (i) gives notice to Company of such action within ten (10) days of Licensee being aware that such action has commenced or is threatened, (ii) allows Company to be in a position to control the defense at its discretion in relation to this action, and any settlement negotiations, and (iii) cooperates with Company in the defense or settlement of such action. If Company believes Software is likely to be the subject of an infringement claim, it may elect to obtain for Licensee a license to continue using Software, replace or modify it to make it non-infringing or terminate the Agreement on written notice to the Licensee. Company shall have no obligation to defend (or any other liability) to the extent any claim involves anything other than the current, unaltered Software release if such would have avoided infringement or use of Software in combination with non-Company programs or data. In addition, Company will have no obligations hereunder if Licensee continues using Software although it has been

informed by Company of an allegation that Software is infringing the abovementioned copyright. The foregoing states the entire obligation and liability of Company with respect to any infringement by Software of any intellectual property rights or other proprietary rights of Licensee or a third party.

13.   Termination.

This Agreement and the license may be terminated without fee reduction (i) by Licensee without cause on thirty (30) days' notice; (ii) by Company, in addition to other remedies, if Licensee is in default and fails to cure within thirty (30) days following notice; (iii) on notice by either party hereto if the other party ceases to do business in the normal course, becomes insolvent, or becomes subject to any bankruptcy, insolvency, or equivalent proceedings. Upon termination for any reason, Licensee shall immediately return Software and all copies to Company and delete all Software and all copies from the Designated Equipment.

14.   Non-Waiver.

The delay or failure of either party to exercise any right provided in the Agreement shall not be deemed a waiver. If any provision is held invalid, all others shall remain in force.

15.   Choice of Law.

This Agreement, interpretation of this Agreement and any claims or disputes arising out of this Agreement shall be governed by the laws of the State of Massachusetts, exclusive of its conflicts of laws provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Any suit arising out of or relating to this Agreement shall be exclusively brought in the federal or state courts located in Middlesex County, Massachusetts, USA. Any action against Company under this Agreement must be commenced within one year after such cause of action accrues.

16.   Notice.

All notices that are required under this Agreement will be in writing and will be considered effective upon receipt, provided that there is proof of delivery by a third party or written acknowledgement by the recipient. The notices addressed to Company shall be sent to its address set out above. The notices addressed to Licensee shall be sent to its address set forth in the applicable price quotation.

17.   Government Restricted Rights.

This provision applies to all Software acquired directly or indirectly by or on behalf of the United States Government. The Software is a commercial product, licensed on the open market at market prices, and was developed entirely at private expense and without the use of any U.S. Government funds. The Software and any documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in this Agreement and in DFARS 227.7202-3 or FAR 52.227-19, as applicable. Manufacturer is FEI Company, 5350 NE Dawson Creek Drive, Hillsboro OR 97124, USA.

18.   Miscellaneous.

This Agreement contains the entire understanding of the parties and supersedes all other agreements, oral or written, including purchase orders submitted by Licensee, with respect to the subject matter covered in this Agreement. Any other terms and conditions contained in a Licensee purchase order will not apply. This Agreement may be modified only by a writing executed by Company and Licensee. Licensee may not assign, pledge, or otherwise transfer this agreement, nor any rights or obligations hereunder in whole or in part to any entity. Paragraph headings are for convenience and shall have no effect on interpretation. In the event that it is necessary to undertake legal action to collect any amounts payable hereunder, Company shall be entitled to recover its costs and expenses including, without limitation, reasonable attorneys' fees.

19.   Maintenance.

During the Software Warranty and any additional maintenance period identified in your Software Maintenance Contract ("Software Maintenance Period"), Company or its authorized licensee or distributor, will provide standard Software maintenance services, as applicable, as set forth in your Software Maintenance Contract. Software maintenance services may consist of (a) the provision of Software updates as described in your Software Maintenance Contract, (b) the provision of Error Corrections for the Software, and (c) the provision of hotline support in connection with the Software. For customers who have purchased Software maintenance services for Software as designated in Company's provided quotation, Software maintenance services will be provided in accordance with the terms of the Software Maintenance Contract. Software maintenance services are, and will continue to be, available under the Software Maintenance Contract only to the extent that these services are made available by Company with respect to the Software, or any portion of the Software, to its commercial customer base in general. Any changes or additions to Software, except changes or additions authorized in writing by Company, as applicable, shall immediately terminate any maintenance obligation under this Agreement or any Software Maintenance Contract to Licensee. At the end of the Software Warranty, standard Software maintenance services may be provided, as available, in accordance then-current terms and fees for such Software maintenance services. All notices of Software malfunctions shall be in writing with details sufficient to diagnose or reproduce said failure. Licensee will be responsible for any installation of any Software Updates and Software Upgrades.

20.   Export Controls.

Licensee acknowledges that the provision by Company of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Company or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Company or Licensee to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Company shall not be liable to Licensee for any delay or failure to obtain the licenses or approvals that Company reasonably believes are necessary. Licensee shall comply with all applicable export laws and regulations. Licensee shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Licensee agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket or missile systems, or restricted military purposes. Licensee will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Licensee); and (ii) cooperate fully with Company in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Licensee will ensure that the customers and end users to whom Licensee re-sells or transfers the Items agree in writing to the provisions of this Section and Licensee covenants to use its best efforts to enforce such provisions against customers and end users. Licensee shall indemnify and hold Company harmless from, or in connection with, any violation of this Section by Licensee or its employees, consultants, agents and/or representatives. In addition, failure of Licensee to comply with this Section shall be a material breach of this Agreement and shall entitle Company

to immediately terminate this Agreement. Company shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations..

21.   Use of Collected Data.

Licensee understands the Software communicates with the Company either by means of email transmission or through a Cloud Service related to the Software. Software used by Company to operate the Cloud Service is not made available to the Customer in object code form or otherwise. Customer agrees that Company may collect system data and related information, including but not limited to, information about the associated equipment, computing device, system and application software, and peripherals, ("**Collected Data**"), and may store Collected Data on the Cloud Service, where it is accessible to Company. In accordance with applicable laws, Company may use Collected Data for purposes of monitoring and maintaining the Equipment and improving Company products and services. You hereby grant to us, our affiliates and our service providers a worldwide, royalty-free, fully paid, non-exclusive, transferable, sublicensable, perpetual license to use, copy, modify, and distribute Collected Data in furtherance of the purposes stated in this Agreement.