Software License Agreement (Standard and Scripting)

Revised May 2025

NOTICE TO USER

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY. THIS IS THE CONTRACT BETWEEN YOU AND FEI COMPANY REGARDING THIS SOFTWARE. THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS AND LIMITATIONS. YOUR INSTALLATION AND USE OF THIS SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS SOFTWARE LICENSE AGREEMENT, AND YOU WILL BE BOUND BY THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT IF YOU USE THE SOFTWARE.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT, DO NOT USE THE SOFTWARE AND UNINSTALL THE SOFTWARE IF APPLICABLE.

1. Definitions.

"**Agreement**" means this Software License Agreement.

"**Company**" means FEI Company.

"**Customer**" means the entity licensing the Software pursuant to this Agreement.

"**Software**" means the software or software components installed upon electron microscopy equipment or products provided by Company or its affiliates (other than software designated as an application or special software program in its product description, in which case such software will be subject to the specific software license issued by Company for that software), including any updates and parts thereof, whether expressed in object code, source code or otherwise. The Software is copyrighted, and Company (or its suppliers) retains exclusive right, title and interest in and to the Software and all copies or portions thereof, including all intellectual property rights. The Software may use third-party software components. Portions of these software components are copyrighted and licensed by their respective owners.

2. License Grant.

Subject to the payment of all fees due hereunder and Customer's compliance with this Agreement, Company hereby grants Customer a limited, nonexclusive, nontransferable, non-sublicensable license to use the Software in object code form on the system on which it is originally installed (the "**Initial System**") and, if the Software includes scripting or similar functionality, to generate and run scripts or programs for Customer's internal purposes only and not for (i) distribution, (ii) resale, or (iii) integration of products not manufactured by Company with the Initial System, in any case on a commercial or non-commercial basis, subject to the provisions of this Agreement. If the Customer has purchased a Product Integration License, Company hereby grants Customer an additional limited, nonexclusive, nontransferable, non-sublicensable license to use the Software on the Initial System to generate or develop scripts or programs solely for the purpose of integrating products not manufactured by Company into the Initial System, subject to the provisions of this Agreement. As a condition to the license of any Software that includes scripting or similar functionality, Customer hereby grants and agrees to grant to Company a royalty-free, worldwide, transferable, sublicensable, perpetual license, under all forms of intellectual property protection available to Customer and for commercial or non-commercial purposes, to use, sell, offer to sell, license, import, run, copy, make, have made, prepare derivative works, distribute, display, or otherwise exploit for any purpose any scripts or programs generated by Customer.

3. Third Party Licenses/Components.

Various software components of the Software may be licensed under third-party licenses, which may include additional terms, notices and/or information ("**Third-Party Licenses**") that may be applicable to such third-party software components, and which may be found in the documentation accompanying the Software. To use the Software, Customer must, and hereby agrees to, abide by the Third-Party Licenses. Certain Third-Party Licenses may require Company to distribute source code associated with the Third-Party License upon Customer' request. To the extent required by the associated Third-Party License, such source code may be available to Customer via a source-code repository site referenced in the Third-Party License, and if the source code is not available at such site, Customer may obtain a copy of such source code by contacting Customer's Company representative.

4. Term.

The term of the license is set forth in the applicable Company quotation for the purchase of the software license, and if no specific term is stated in the quotation, then the license is perpetual. Customer is hereby notified that license management software may be included to monitor and control the use of the Software, including without limitation to automatically cause the Software to cease functioning at the end of the term of the license or trial or subscription period (and in any case Customer agrees to discontinue usage at the end of the term or trial or subscription period).

5. Scripting/Programing Functionality.

Customer understands that certain scripts or programs may adversely impact instrument or software performance. Customer takes full responsibility for any script or program it creates using the Software or for any script or program created by Customer or a third party and run by Customer.

6. Warranty Disclaimer.

Company does not warrant that (i) the Software, or scripts or programs generated or developed using the Software, will meet Customer's requirements, (ii) the Software, scripts, or programs will operate in combination with other hardware, software, systems or data not provided by Company (except as expressly specified in the documentation provided with the Software by Company), (iii) the operation of the Software, scripts, or programs will be uninterrupted or error-free, or (iv) all Software, script, or program errors will be corrected. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, SCRIPTS, AND PROGRAMS. NO WARRANTIES SHALL ARISE UNDER THIS AGREEMENT FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE.

7. Restrictions.

The Software and documentation and any copies, translations, compilations, partial copies, modifications, improvements, enhancements and updates are proprietary to Company or its licensors, and may contain copyrighted material, trade secrets and other proprietary material. In order to protect such intellectual property rights and preserve the confidentiality of the Software, Customer may not decompile, reverse engineer, disassemble, translate or otherwise reduce the Software to a human-perceivable form (or permit others to do so), except to the extent expressly permitted by mandatory provisions of applicable law (including national laws implementing Directive 91/250/EEC on the legal protection of computer programs) in order to gain certain information specified therein, provided that Customer shall not exercise its rights under such laws, unless and until Customer has first requested the required information from Company in writing, and Company, at its sole discretion, has not complied with Customer's request within a commercially reasonable period of time. Excepting any applicable license to generate

and run scripts or programs for Customer's internal purposes only, Customer may not copy, modify, unbundle, network, sell, transfer, rent, lease, loan, host, distribute, or create derivative works based upon the Software, in whole or in part. Customer shall not remove any proprietary notices, labels, or marks from any part of the Software or documentation. Customer shall not claim any rights in the Software other than Customer's right to use the Software in accordance with this Agreement. Licensors of third-party software that may be included in the Software have all the rights and benefits of Company under this license to the extent required by their license to Company, and, to the extent permitted by applicable law, shall have no liability for any damages, whether direct, indirect, incidental or consequential, arising from the use of such third-party software.

Except as explicitly set forth in the Company quotation relating to this Software, Customer shall not make Software or any script or programs generated or developed using the Software available in any form to any third party without the prior written consent of Company, which consent may be contingent upon the payment of a transfer fee for the Software, script or programs; provided that in the event Customer has purchased a Product Integration License it may allow the manufacturer of the product to be integrated with the Initial System to use the Software or any script or programs, subject to the terms of this license, for the limited purpose of completing the integration of their product into the Initial System and for no other purposes. If Customer fails to comply with this license, Company may terminate the license, and Customer must destroy all copies of the Software and any related scripts or programs. Except for Customer's right to continue using the Software under Section 2, all other rights of both parties and all other provisions of this Agreement will survive such termination.

8. Maintenance/Updates.

Except as agreed in a separate support or maintenance agreement or as required by applicable law, Company is under no obligation to provide updates, upgrades, enhancements, or modifications to the Software. Any updates or upgrades that the Company may choose to provide will be at the sole discretion of the Company. If the Company, at its sole discretion, provides any updates, upgrades, enhancements, or modifications to the Software, such updates, upgrades, enhancements, or modifications will be provided "as is" without any warranties or representations of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company does not guarantee that any updates, upgrades, enhancements, or modifications to the Software will be compatible with the Customer's environment, including but not limited to hardware, software, and other systems. Any support, maintenance, or other services related to the Software, including the provision of updates, upgrades, enhancements, or modifications, may be offered by the Company at additional cost under a separate agreement, provided that Company is not obligated to offer such services. The terms and conditions of such services will be governed by the separate agreement. Company reserves the right to discontinue the provision of any updates, upgrades, enhancements, or modifications to the Software at any time without notice.

9. Audit Rights.

At Company's written request, but not more frequently than once annually, Customer shall certify to Company in a writing signed by Customer's authorized representative its compliance with the terms of this license, and providing (i) the number of people to whom Customer provides access to the Software, (ii) the locations and types of the systems on which it operates or has installed the Software, and (iii) scripts or programs it has created using the Software. Company reserves the right to audit Customer's use of the Software no more than once annually at Company's expense, provided that Company may audit more frequently upon its reasonable suspicion of a violation of this Agreement. Company shall schedule any audit at least fifteen (15) days in advance. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If such audit reveals that Customer has underpaid fees to Company, Customer shall promptly pay to Company such fees at the prices previously agreed to for such Software and, if the underpayment is greater than ten percent (10%), Customer shall reimburse Company for its reasonable costs of audit. Customer shall

allow Company, or its agents, access to Customer's facilities, including its computing equipment and books and records, during normal business hours for the purpose of determining Customer's compliance with this Agreement.

10. LIMITATIONS OF LIABILITY.

IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ALTHOUGH COMPANY MAY BE INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY DISCLAIMS ALL OTHER LIABILITY TO CUSTOMER OR ANY OTHER PERSON IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY OR NON-DELIVERY, SALE, MAINTENANCE, USE OR PERFORMANCE OF THE SOFTWARE OR ANY SCRIPTS OR PROGRAMS, INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE OR STRICT LIABILITY IN TORT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY'S OR COMPANY'S SUPPLIERS' LIABILITY UNDER THIS AGREEMENT EXCEED THE LICENSE FEES PAID FOR THE SOFTWARE BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT THE PRICING OF THE SOFTWARE LICENSE AND THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF ITS LIABILITY.

11. Commercial Rights.

The Software is a "commercial product," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the Software with only those rights set forth in this license.

12. Export.

Customer 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 Customer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Company shall not be liable to Customer for any delay or failure to obtain the necessary licenses or approvals. Customer shall comply with all applicable export laws and regulations. Customer 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. Customer 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 systems, or military purposes. Customer 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 Customer); 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. Customer will ensure that the customers and end users to whom Customer re-sells or transfers the Items agree in writing to the provisions of this Section and Customer covenants to use its best efforts to enforce such provisions against customers and end users. Customer shall indemnify and hold Company harmless from, or in connection with, any violation of this Section by Customer or its employees, consultants, agents and/or representatives. In addition, failure of Customer to comply with this clause shall be a material breach of this software license agreement and shall entitle Company to immediately terminate this software license agreement. Company shall be entitled to terminate this software license agreement without prior notice if such termination is necessary in order to comply

with applicable export laws and regulations.

13. Collected Data and Feedback.

Customer understands the Software may communicate with the Company either by means of email transmission or through a cloud service related to the Software. Customer agrees that Company may collect system data and related information, including but not limited to, data (including images) shared by Customer as part of any feedback or bug report and information about the associated equipment, computing device, system and application software, or peripherals, ("**Collected Data**"), and may store and access Collected Data. In accordance with applicable laws, Company, its affiliates and its service providers may use Collected Data for purposes of monitoring and maintaining the equipment and improving the products and services of Company and its affiliates (including without limitation for training or validation of machine learning models or systems). Customer hereby grants, and hereby agrees to grant, to Company, Company's affiliates and Company' service providers (including third party suppliers) a worldwide, royalty-free, fully paid, non-exclusive, transferable, sublicensable, perpetual license to use, sell, offer to sell, license, import, run, copy, make, have made, prepare derivative works, distribute, display, or otherwise exploit Collected Data in furtherance of the purposes stated in this Agreement.

Customer acknowledges and agrees that any ideas, enhancements, modifications, and the like disclosed by Customer to Company with respect to the Software ("**Software Improvements and Feedback**") will be the property of Company. Customer agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Software Improvements and Feedback to Company and agrees to assist Company, at Company's expense, in perfecting and enforcing Company's rights thereto and ownership thereof. Customer acknowledges and agrees that Company and its affiliates may use such Software Improvements and Feedback for its business purposes without restriction.

14. Confidentiality.

Software includes trade secrets and is proprietary to Company. Customer 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. Customer shall not disclose Software or any part thereof to anyone for any purpose, other than to employees or authorized end users whose access is required for the sole purpose of exercising the rights expressly granted under this Agreement. The obligation of confidentiality shall survive any termination of this Agreement.

15. Miscellaneous.

This Agreement shall be governed by laws of the Commonwealth of Massachusetts, exclusive of its conflict of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this software license Agreement will remain in full force and effect. The controlling language of this Agreement, and any proceedings relating to this software license agreement, shall be English. Customer agrees to bear any and all costs of translation, if necessary. All questions concerning this Agreement shall be directed to: Thermo Fisher Scientific, 168 Third Avenue Waltham MA. Attention: Legal Department.