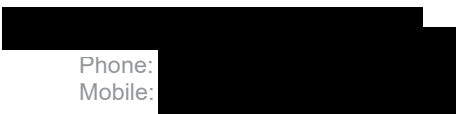


Amira QUOTATION for
Czech Centre for Phenogenomics



Quote Date: November 13, 2020
Quote Number: QUO-125754-D0N8 R0
Expires: November 27, 2020

Prepared By



Phone:
Mobile:

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Thermo Fisher Scientific is a Total Solution Provider

FEI Software

Thermo Fisher Scientific is a leader in the development and support of state-the-art software for 3D visualization, data analysis and image processing. Our mission is to develop and deliver cutting-edge software products and services using advanced software quality methods and technologies. By understanding customer requirements, employing qualified developer engineers and scientists, and utilizing a test-driven quality management system we are able to produce high-quality 3D software solutions for a variety of research institutes and private corporations worldwide.

Training

Thermo Fisher Scientific training is designed to provide you with immediate and practical skills while keeping your specific goals in sight.

- **Amira and Avizo** training classes are offered throughout the year in most of our global offices to help you gain in-depth knowledge of our tools. Custom training sessions can also be arranged at your site.
- **Open Inventor** training classes are delivered on-site at your location.

Consulting and Custom services

From a few days of consultancy...

Custom-made consulting sessions can be performed at your facilities or remotely, depending on your needs.

- **Amira and Avizo consultants** will help you get the best out of the constant innovations introduced in 3D visualization data analysis and image processing software so you can benefit from them in your daily work.
- **Open Inventor 3D expert developers** will help you quickly start prototyping, address specific application issues or gain optimized performance.

... to custom development

With over 25 years of experience in 3D visualization and image processing and hundreds of projects delivered to small and very large organizations, Thermo Fisher Scientific can provide you with a solution tailored to fit your specific needs.

1. We have the ability to customize and expand our Amira and Avizo software at various levels, including but not limited to:
 - Building simple scripts (TCL or Python) or creating push-button workflow to support productivity and replicability in your process;
 - Developing and integrating data readers, specific algorithms or extraction tools;
 - Implementing our 3D visualization and image processing solutions into an existing process...
2. If you need to supplement your existing Open Inventor development team with 3D experts who can perform all or part of your application development, Thermo Fisher Scientific offers custom development services to make sure you get exactly the expertise and resources you need to produce a winning product, on time and within budget.

Take advantage of the Agile development process

Our iterative software development process allows us to rapidly achieve an initial solution that can be demonstrated and tested. We work closely with you to ensure that the final product meets your needs, even if you are not entirely sure what those are at the start of the project.

To discuss or arrange training, consulting, or custom development, please contact your Thermo Fisher Scientific sales representative.

Proposed Solution

Academic pricing and conditions were applied to this quotation.

Line #	Part Number	Description	Qty	Unit Price	Amount
Yearly Token					
1	1128548	Amira/Avizo - Academic Yearly Token - Pack of 16 tokens			

Pricing Summary (in EUR)

Sub-total including discount	€25.774,00
Taxes	
VAT / Estimated Duty	Not Included
Grand Total	€25.774,00

For a subscription of 3 years, we offer the following payment plan:

- 1st invoice for the period from 01.12.2020 to 31.01.2021 (2 months) = 1.432,00€
- 2nd invoice for the period from 01.02.2021 to 31.01.2022 (12 months) = 8.591,00€
- 3rd invoice for the period from 01.02.2022 to 31.01.2023 (12 months) = 8.591,00€
- 4th invoice for the period from 01.02.2023 to 30.11.2023 (10 months) = 7.160,00€

Key Term Summary	
Billing Terms	0% / 100% / 0%
Payment Terms	Net 30 days
Payment Method	Open Account
INCOTERMS 2010	CIP Bordeaux
Indicative Delivery Period	
This proposal is valid until	November 27, 2020

The contracting entity for these goods is FEI Company and the PO should be issued to:

FEI SAS, 39 Rue d'Armagnac, Imm E2 Quai 8.2, 33800 Bordeaux – France
Phone : +33 (0)5 56 13 37 77 - <http://www.thermofisher.com/>
S.A.S. au capital de 2 097 000 € - R.C.S. Bordeaux 351 153 382
TVA Union Européenne FR 00 351 153 382, FRBOR.3d_order@thermofisher.com

A valid VAT number must be provided for purchases within the EU. Failure to provide this will result in VAT being added to the invoice at the then current French rate.

Addresses

To help us to process your order, please review and correct as necessary the following information, and let us know of any discrepancy.

Quote to : Company Name: Czech Centre for Phenogenomics City: Vestec Address: BIOCEV - IMG Prumyslova 595 Zip Code: 252 50 Country: Czech Republic Phone: [REDACTED] Email: [REDACTED]	Ship to : Company Name: Czech Centre for Phenogenomics City: Vestec Address: BIOCEV - IMG Prumyslova 595 Zip Code: 252 50 Country: Czech Republic Phone: [REDACTED] Email: [REDACTED]
Bill To : Company Name: Czech Centre for Phenogenomics City: Vestec Address: BIOCEV - IMG Prumyslova 595 Zip Code: 252 50 Country: Czech Republic Phone: [REDACTED] Email: [REDACTED]	End User : Company Name: Czech Centre for Phenogenomics City: Vestec Address: BIOCEV - IMG Prumyslova 595 Zip Code: 252 50 Country: Czech Republic Phone: [REDACTED] Email: [REDACTED]

Solution Description

Amira for Life Sciences and Medical Research

Amira is a powerful, multifaceted 3D software platform for visualizing, manipulating, and understanding data from computed tomography, microscopy, MRI, and many other imaging modalities. With incredible speed and flexibility, enables advanced 3D imaging workflows for specialists in research areas ranging from molecular and cellular biology to neuroscience and bioengineering.

Amira provides optional modules to perform advanced analysis:



Amira

most
or 4D+

1. **The Bioformat extension** adds a large collection of popular life sciences file formats. Conveniently load 3D data from over 140 file formats (powered by Bio-Formats, in cooperation with Glencoe Software).
2. **The Neuro extension** offers specialized modules to analyze images obtained from CT or MR imaging. Diffusion weighted MR imaging (DWI) is used to image the rate of water diffusion in tissues like brain or muscle. This extension allows the user to compute the apparent diffusion coefficient (ADC), fractional anisotropy (FA), and directionally encoded color (DEC) maps. Diffusion tensor imaging (DTI) aims at localizing and visualizing fiber tracts in the human or primate brain and is supported by several modules.
3. **The XImagePAQ extension** for Amira provides a large variety of advanced image processing and quantification tools. These tools enable the user to perform image enhancement operations, create simplified and automated segmentation workflows, and perform extensive measurement and quantification tasks on objects in the image such as cells, bones, and other tissue features.
4. **The Xtracing extension** allows detection and tracing of filaments or tube-like structures in very noisy images, enabling, for instance, analysis of actin fibers or microtubules in electron tomograms.
5. **The XWind extension** is dedicated to advanced post-processing of simulation data, ranging from flow to thermal, and stress data. XWind brings an extensive array of advanced visualization and analysis tools to CFD and multiphysics, mechanical and thermal engineering, manufacturing simulation and microstructural prediction, nonlinear structural and geotechnical problems.
6. **With the XPand extension**, you can create new custom components for Amira, such as file readers and writers, computation modules, and even new visualization modules, using the C++ programming language.

Terms and Conditions

Any order of the software or services (“**Product**”) specified in this quotation (“**Quotation**”) issued to the original buyer (“**Buyer**”) by or on behalf of FEI, SAS or FEI Houston, Inc. (as the case may be “**Company**”) is subject to the following terms and conditions, including the Software End-User License Agreement. Unless otherwise agreed by Company in writing, this Quotation is valid for a period of thirty (30) days from issuance.

Part I General Terms

1. **Scope.** The Quotation, including the General Terms and Software End-User License Agreement, contains all agreements of the parties with respect to Products provided by Company to the Buyer (“**Agreement**”), supersedes all preceding quotations and is in lieu of all other agreements (oral or written), guarantees, promises, representations or warranties expressed or implied. This Agreement shall not be amended or revised by purchase order or other purchase document—it may be amended or modified only by a specific amendment referencing this Agreement executed by authorized personnel of the parties. ANY OFFER TO SELL IS EXPRESSLY LIMITED TO ACCEPTANCE OF ALL TERMS HEREIN, AND SELLER HEREBY SPECIFICALLY OBJECTS TO AND REJECTS ANY TERMS AND CONDITIONS OF BUYER’S OFFER THAT ARE IN CONFLICT WITH, DIFFERENT FROM OR IN ADDITION TO THESE TERMS AND CONDITIONS. THIS AGREEMENT SHALL BE BINDING ON SELLER ONLY AFTER ACCEPTANCE BY SELLER. IN THE EVENT THAT SELLER HONORS ONE OR MORE TERMS IN BUYER’S PURCHASE ORDER THAT IS (ARE) IN CONFLICT WITH THIS AGREEMENT, SUCH ACTION DOES NOT CONSTITUTE SELLER’S ACCEPTANCE OF ANY OTHER TERMS IN THE PURCHASE ORDER.

2. **Delivery.** Unless otherwise agreed in writing by the parties, delivery shall usually occur ten (10) business days from receipt of a valid purchase. Shipping terms unless otherwise noted on the front of the Quotation shall be FCA (Incoterms 2010).

3. **Prices.** Prices do not include any duties, freight, shipping, insurance or taxes unless specifically noted. Buyer shall pay such amounts directly or reimburse Seller for all such amounts, whether imposed on Buyer, required to be collected by Seller or imposed on the Product or Seller in connection with this sale (excluding taxes based on Seller’s income).

4. Payment Terms.

Invoices for Software Product and Training will be issued for 100% of the purchase price invoiced upon receipt of order document from Buyer. The invoice schedule for other services shall be set forth in the proposal or related statement of work. In the event no such schedule is listed the invoice schedule is as follows:

In each case payment is due thirty (30) days from date of invoice. In case of late payment, Buyer shall pay Company interest on unpaid invoices at the rate of one and one-half percent (1½%) per month (but in no event greater than the maximum rate allowed under applicable law) for any amount payable by Buyer not paid when due under such invoices.

5. **Training.** Training, if any, specified in this Quotation is valid for use for twelve (12) months from the date of the signed quote or customer PO. Costs of travel and related expenses for Buyer’s employees to and from the training location are Buyer’s responsibility. Costs of travel and related expenses for Seller’s employees performing training at Buyer’s site will be borne by Company. Any intellectual property or developments arising out of applications support, if any, specified in this Quotation shall be subject to the provisions of this Section 4 unless the parties have entered into a separate written agreement. The rights to any Intellectual Property (as defined below) developed by Company (either solely or jointly with Buyer) in relation to the services provided shall vest with Seller unless explicitly agreed otherwise in separate written agreement signed by Company. Buyer shall execute all documents reasonably required by Company to evidence Company’s ownership in such Intellectual Property. Buyer is hereby granted free of charge a worldwide, irrevocable, perpetual license to such developed Intellectual Property for internal use in connection with the Products. “**Intellectual Property**” means all present and future (a) patent rights, (b) copyrights, mask work rights, and other rights associated with works of authorship, (c) trade secret rights, and (d) other forms of intellectual or industrial property rights and proprietary rights of any kind or nature including rights under and with respect to all applications, registrations, extensions, and renewals of the foregoing. Except as provided herein and in the software license in Part II, no other license rights are granted.

6. **Maintenance.** The Software Maintenance Service includes all software updates released during the subscription period and unlimited access to technical support by telephone, e-mail, and fax by the Customer. See the Maintenance Terms and Conditions

document for further information. Prior to the expiration of the initial maintenance period a subscription for a subsequent year may be purchased. You can see our software maintenance service terms and conditions at: <http://www.fei.com/software/maintenance-terms-and-conditions.pdf>

7. **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 OR SERVICES, 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. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. **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 France, 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 Bordeaux Court, France. Any action against Company under this Agreement must be commenced within one year after such cause of action accrues.

9. **Miscellaneous.** 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 Buyer shall be sent to its address set forth in the applicable price quotation. 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.

Part II SOFTWARE END-USER LICENSE AGREEMENT (EULA)

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

IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA" or "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE ("YOU" OR "LICENSEE") AND FEI SAS, A PART OF THERMO FISHER SCIENTIFIC LOCATED AT 39 RUE D'ARMAGNAC, IMM E2 - QUAI 8.2, 33800 BORDEAUX, FRANCE ("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.

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(b) "Licensee Network" means the network of computers owned, leased or otherwise controlled by Licensee, to which access is limited to authorized individuals or computers, such as a local area network, intranet or virtual private network.

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(g) "SDK" (Software Development Kit) means a static, non-linkable version of the Software, embedded in an Application Software, only in a binary non-linkable form that is not directly accessible to either the sub users or the end users of the Application Software.

(h) "Runtime" means a static, non-linkable version of the Software, embedded in an Application Software, only in a binary non-linkable form that is not directly accessible to either the sub users or the end users of the Application Software.

(i) "Licensee Application Software" means executable computer program, built using an SDK, and embedding a Runtime, by means of linkage or binding with the user-proprietary code.

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13. Termination. This Agreement and the license may be terminated without fee reduction (i) by Licensee without cause on 30 days notice; (ii) by Company, in addition to other remedies, if Licensee is in default and fails to cure within 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 France, 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 Bordeaux Court, France. 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.

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