

Amira QUOTATION for  
**CHARLES UNIVERSITY IN PRAGUE**

Attn. [REDACTED]

Quote Date: June 01, 2021  
Quote Number: QUO-136021-S2K4 R0  
Expires: July 01, 2021

Prepared By [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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## Thermo Fisher Scientific is a Total Solution Provider

### Thermo Scientific Software

Thermo Fisher Scientific is a leader in the development and support of state-of-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
<b>Node-locked Licenses</b>					
1	1128452	<b>Amira - node-locked license</b> Number of Licenses Number of Users <i>Total Discount 3.0%</i>	1 1	3,739.00	€3,739.00
<b>Sub-total</b>					<b>€3,739.00</b>
2	1128454	<b>Amira - 1 Year Maintenance (node-locked)</b> Number of Licenses Number of Years <i>Total Discount 6.0%</i>	1 6	748.00	€4,488.00
<b>Sub-total</b>					<b>€4,488.00</b>
3	1128482	<b>XImagePAQ for Amira - node-locked license</b> Number of Licenses Number of Users <i>Total Discount 3.0%</i>	1 1	3,739.00	€3,739.00
<b>Sub-total</b>					<b>€3,739.00</b>
4	1128484	<b>XImagePAQ for Amira - 1 Year Maintenance (node-locked)</b> Number of Licenses Number of Years <i>Total Discount 6.0%</i>	1 6	748.00	€4,488.00
<b>Sub-total</b>					<b>€4,488.00</b>
<b>List Price Total</b>					<b>€16,454.00</b>

Pricing Summary ( in EUR )	
List Price	€16,454.00
Total Discount (4.63%)	- €762.00
Sub-total including discount	€15,692.00
Taxes	
VAT / Estimated Duty	Not Included
<b>Grand Total</b>	<b>€15,692.00</b>

Key Term Summary	
Billing Terms	0% / 100% / 0%
Payment Terms	Net 30 days
Payment Method	Open Account
INCOTERMS 2020	CIP Bordeaux
Indicative Delivery Period	
This proposal is valid until	July 01, 2021

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.

<b>Quote to :</b> Company Name CHARLES UNIVERSITY VAT00216208 City [REDACTED] Address [REDACTED] Zip Code [REDACTED] Country [REDACTED] Phone [REDACTED] Email [REDACTED]	<b>Ship to :</b> Company Name CHARLES UNIVERSITY VAT00216208 City [REDACTED] Address [REDACTED] Zip Code [REDACTED] Country [REDACTED] Phone [REDACTED] Email [REDACTED]
<b>Bill To :</b> Company Name CHARLES UNIVERSITY VAT00216208 City [REDACTED] Address [REDACTED] Zip Code [REDACTED] Country [REDACTED] Phone [REDACTED] Email [REDACTED]	<b>End User :</b> Company Name CHARLES UNIVERSITY VAT00216208 City [REDACTED] Address [REDACTED] Zip Code [REDACTED] Country [REDACTED] Phone [REDACTED] Email [REDACTED]

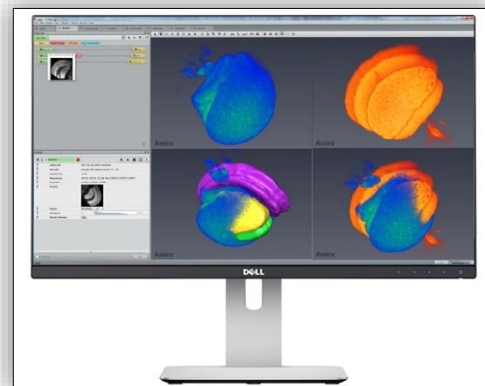
## Solution Description

### 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:

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.



Amira

most  
or 4D+

## 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 Company (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 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 and e-mail by the Customer. See the section 19 Maintenance within Part II – Software End-User License Agreement, for further information. Prior to the expiration of the initial maintenance period a subscription for a subsequent year may be purchased. You can find our software maintenance service terms and conditions at: <https://www.fei.com/software/maintenance-terms-and-conditions.pdf>

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#### 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

**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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- (a) "Software" means one or more versions of Open Inventor® and any extensions, or one or more versions of Avizo, Avizo2D and any extensions (other than AvizoToGo), or one or more versions of Amira, Amira2D and any extensions, or Visilog and any extensions, or PerGeos 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) "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.
- (c) "License Key", code provided by Company to Licensee to activate the Software.
- (d) "Error Correction" means computer code which corrects an error in the Software but which cannot be executed independently of the Software.
- (e) "Software Update", means major (new features) or minor (bug fixes) release of the same software for which you currently have a license.
- (f) "Software Upgrade" means: Different software of the Open Inventor product Family, more fully featured, than software for which you currently have license, as well as any purchase of additional license rights (e.g. a migration from a Node-locked License to a Floating License).
- (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.
- (j) "Cloud Service" means an internet-accessible 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.

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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.

#### 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. If the Software is supplied to the Department of Defense, the U.S. Government acquires only the license rights customarily provided to the public and specified in this Agreement. If the Software is supplied to any unit or agency of the U.S. Government other than the Department of Defense, the license to the U.S. Government is granted only with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in the Commercial Computer Software License clause of FAR 52.227-19. Manufacturer is FEI SAS, a part of Thermo Fisher Scientific, 39 rue d'Armagnac, Imm E2 - Quai 8.2, Bordeaux, F-33800, France.

#### 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 Maintenance Period, Company or its authorized licensee or distributor, will provide standard Software maintenance services, as applicable. Software maintenance services consist of (a) the provision of Software updates, (b) the provision of error corrections for the Software, and (c) the provision of Hotline support in connection with the Software. Software maintenance services will be provided in accordance with the terms of any Maintenance Contract to those customers who have purchased maintenance services for the applicable Software. Software maintenance services are, and will continue to be, available under this Agreement 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 customer base in general. Any changes or additions to Software, except changes or additions authorized by Company, as applicable, shall immediately terminate any maintenance obligation to Licensee. At the end of the Maintenance Period, standard Software maintenance services may be provided, as available, in accordance then current terms and charges for 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. This Maintenance service does not apply to the Developer Academic License.

#### 20. Export Controls.

The Software and all related technical information or materials are subject to export controls and are licensable under the U.S. Government export regulations, as well as similar laws and regulations of other countries (Export Laws). You agree to comply fully with all applicable Export Laws to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws. The Software and any related technical information or materials may not be downloaded or otherwise exported or re-exported (i) into any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. Each party shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct its respective activities hereunder.

#### 21. Use of Collected data.

Company and our agents may monitor the Software and collect data regarding your use of and the performance and operation of the Software, associated equipment, devices and peripherals, and use such data to provide support to users, detect and address threats to the functionality, security, integrity and availability of the Software, detect and address violations of this Agreement, and improve the Software ("Collected Data"). Collected Data shall exclude any personal information and output data generated by the Software, associated equipment, devices and peripherals. We and our agents will only use Collected Data on your behalf to provide the Software as permitted by applicable law. You hereby grant to Company and our agents a worldwide, royalty-free, fully paid, non-exclusive, license to copy, modify, and distribute internally and to you Collected Data in furtherance of the purposes stated in this Agreement. This license ends when Collected Data is no longer stored with Company. In addition, Company shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software

any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the features, functionality or operation of the Software.

## Quotation Acceptance

**Thermo Fisher Scientific**  
**Account Manager**

**Phone**

██████████  
+49 3084185171

**Email**

██

To accept this Quotation, please sign below, and fax this page along with your purchase order to your Account Manager listed above. The terms and conditions in this Quotation supersede and replace the terms in any previously sent Quotation and in any of your purchase orders relating to this order, and will exclusively control and govern the rights and obligations of Thermo Fisher Scientific and your entity with respect to this order (any additional or different terms contained in your purchase order will not be binding upon Thermo Fisher Scientific and are expressly deemed rejected). Thermo Fisher Scientific will send you an order acknowledgement upon Thermo Fisher Scientific receipt and acceptance of this Quotation Acceptance Form.

**Agreed and accepted:**

**Name of Purchasing Entity**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Signed By Name**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Please Send Purchase Order 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/>**

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**TVA Union Européenne FR 00 351 153 382, [FRBOR.3d\\_order@thermofisher.com](mailto:FRBOR.3d_order@thermofisher.com)**