

Raith B.V., De Dintel 27, 5684 PS Best, The Netherlands

Institute of Scientific Instruments
of the ASCR (Academy
of Sciences of the Czech Republic)

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TSCHECHISCHE REPUBLIK

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Date: 05.06.2024
Contact Person: Bert Maes
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Quotation 11240015

Reference: Flex - Software Update Coverage

Page 1 of 5

Dear Dr.Horacek, Thank you for your inquiry. Please find our proposal for the FLEX - SOFTWARE UPDATE CONTRACT below.

Art.Nr.	Article	Quantity	Price	Total/ EUR
23687	EBPG Flex Contract	1 pcs		
	This special version of the "Flex - Software Update Contract" - is covering the availability of new releases to the customer for the BEAMS software.			
	Required on site service visits, needed materials or consumables are not covered in this version of the Flex service contract and will be quoted seperately based on our 2024 pricing.			
23596	Raith Software Update Coverage	1 pcs		
	All new BEAMS software releases will be available for the Customer, including bug fixes and new features.			
	Excludes any Hardware or 3rd party Software Upgrades required for the new BEAMS release (Workstation, Linux, etc...)			
Net value				18.154,00 EUR
Total Net Value				18.154,00 EUR
VAT	0,00%			0,00 EUR
Total				18.154,00 EUR



FM 35126

Managing Director
Walter van de Pol

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BIC: ABNANL2A

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GENERAL TERMS AND CONDITIONS FOR RAITH BV SERVICE CONTRACTS

apply as per document no. 141006 (October 2014) plus the following additions:

- Quotation Validity:** This quotation is valid for 60 days from date of issue.
- Pricing:** If not mentioned differently, prices are in Euro and based on 2024 service rates and advance payment, excluding taxes, duties and fees (INCOTERMS 2020 DAP Customer loading dock) and unless specified differently, applies for the Raith EBPG system including the holders and substrate alignment microscope supplied with the system as part of the original equipment purchase contract.
- Start date:** The start date of the proposed service contract is 1 January 2024 and shall be up for prolongation on 31 December 2024.
- Acceptance:** Upon acceptance of this quotation it will serve as the service contract.

1 Agreement conditions

- 1.1 Customer shall enable the Service engineer to start work on the System at the time agreed upon and shall give reasonable co-operation in providing facilities and assistance to Raith for the performance of the services that are covered under this Agreement. Customer shall provide storage space, which can and will be locked at Site for on-Site spare parts, tools and instruments. Customer will provide sufficient working space for the Service engineer(s) and have a representative available who is familiar with the proper operation of the system and has knowledge of the maintenance issues.
- 1.2 Customer shall take all reasonable measures to prevent damage to be inflicted upon Raith equipment (other than the System) goods, processes and persons during the execution of maintenance and repair work by Raith. Customer shall inform and/or instruct employees of Raith and/or (employees of) possible subcontractors as to safety regulations and procedures in forced at the Site. Customer’s breach of this provision shall be considered a material breach of this Agreement.
- 1.3 Raith may charge the Customer for extra waiting time caused by the Customer, which result in delays of the start of the Preventive Maintenance or result in delays during the execution of other work contemplated by this Agreement. Such extra charges will be in accordance with the costs actually incurred by Raith.
- 1.4 Customer shall take care of the day-to-day maintenance of the System according to the instructions given in the relevant Technical Maintenance and Service Documentation. The Customer shall handle the System carefully and protect it against damage, including especially adverse environmental influences, humidity and dust. The Customer has to make sure that the environmental conditions as outlined in the Pre-installation requirements are constantly met. The Customer shall not make or allow to be made any modifications or additions to the System without Raith’s written consent.
- 1.5 Customer shall make available to Raith free of charge any substrates that might be needed for diagnosis or test during or after maintenance and repair work, to a maximum of twenty-five (25) substrates per year. Customer’s breach of this provision shall be considered a material breach of this Agreement.
- 1.6 The cost and responsibility for disposal of by products resulting from Equipment operation

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remains that of Customer. Raith reserves the right to reject any replaced parts or components returned to Raith that pose a hazard or have not been properly decontaminated.

1.7 The Customer is responsible for implementing appropriate safeguards of data and programs. Proper backup of data and programs are the Customer's responsibility and are not covered by this Agreement. Software or System damage as a result of "computer virus" corruption is not covered.

1.8 Customer shall take all reasonable measures to control and protect the distribution of, and access to, Raith proprietary software and User Manuals that are provided with the System.

1.9 The Raith BEAMS Software requires specific Linux settings / services to work properly (for instance the settings for the network services). Seen the "openness" of Linux to customer interventions and internet updates and configuration changes, the customer is not supposed to alter the settings of these crucial services without prior approval of Raith.

RAITH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

2 Price

2.1 For the Services provided under this Agreement, the Customer shall pay Raith a yearly fee by one annual instalment in advance as quoted. The Customer shall pay Raith the quoted yearly fee by one instalment in advance within 30 days from date of invoice. Raith may modify the annual fee on an annual basis. Raith shall give written notice of the possible adjustment of the annual fee for the next contract year not later than 90 days prior to term of contract.

2.2 Work, which will be done outside of this Agreement, will be charged according to normal Raith Lithography Service charge rates.

2.3 System options, which will be installed later on, will automatically be included in this Service Agreement. An eventual revised price of this Service Agreement will be notified to the Customer.

3 Reporting Service Requests and Service Hours

The reporting address for service requests is the Helpdesk that can be reached via:

Raith B.V.
De Dintel 27
5684 PS Best
The Netherlands
Tel +31 (499) 336 888
Email: TSC.Helpdesk@raith.com

All Service Requests sent via Email need to be confirmed by Telephone.

Services covered by the agreement will be carried out by Raith's personnel from **Monday through Friday 8:00 AM until 5:00 PM**. National, religious or other special holidays observed by Raith B.V. are excluded.

4 Liability

4.1 Raith makes no representations or warranties, express or implied as to services provided hereunder and in no event shall Raith be liable for any lost profits or for special, indirect or consequential

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damages.

4.2 In the event of the occurrence of "force majeure" Raith shall be entitled to suspend the execution of this Agreement for the duration of the prevention or delay caused by such "force majeure" without being held responsible for any damages resulting there from to the Customer. Each party shall inform the other party as soon as possible of the occurrence of such "force majeure" circumstances.

4.3 Neither party shall be liable for delays in the performance of this Agreement due to circumstances beyond either party's control.

4.4 In the event that the period of such delay lasts for a period exceeding three (3) consecutive months, or if in the opinion of both parties it is evident that the prevention or delay will last for more than three (3) months, either party shall be entitled to terminate this Agreement without any further obligation due and owing to the other party.

4.5 Barring the event of termination as above, when the state of "force majeure" has ended, Raith shall, at the request of the Customer appraise the condition of the equipment and execute any maintenance or repair work necessary at the Customer's expense, after which this Agreement will recommence.

4.6 The expression "force majeure" shall mean and include any happening or event beyond both parties reasonable control - whether or not foreseeable at the time of the conclusion of this Agreement - in consequence of which both parties cannot execute or cannot reasonably or justly be required to execute their obligations. Such circumstances include but are not restricted to: "force majeure", natural disasters, civil war, insurrection, fires, floods, strikes, epidemics, governmental regulations, embargoes, non-availability of transport, defaults of suppliers of subcontractors.

THE PARTIES WAIVE ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR RECOVERIES FOR PUNITIVE DAMAGES, EXEMPLARY DAMAGES, OR STATUTORY DAMAGES. IN NO EVENT WILL RAITH BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES. RAITH SHALL NOT BE LIABLE FOR ANY LOST REVENUES OR PROFITS, OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH THE CLAIM IS BASED OR WHETHER THE DAMAGES WERE CONTEMPLATED BY THE PARTIES.

IN NO EVENT WILL RAITH'S LIABILITY, IN TORT, CONTRACT OR OTHERWISE, INCLUDING CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE, EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE SERVICES WHICH GIVE RISE TO THE CLAIM.

5 Exclusions

The following work and provisions are not covered by this Agreement:

- Free of charge provision of Consumables, excluded Spare parts and Services on excluded Systems parts
- Daily Maintenance work, which should be carried out by the Customer. (as outlined in the relevant Technical Maintenance and Service Documentation)
- Work which results from incorrect repairs, modifications or extensions executed by or on behalf of the Customer by someone other than Raith
- Work which results from failures or loss of facility supplies, like power, air conditioning, gas supply, etc. necessary for the operation of the equipment.
- Work resulted from damage caused by "Force majeure"

Art.Nr.	Article	Quantity	Price	Total/ EUR
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- Maintenance of the supply lines and supply sources for the System
- Maintenance of "Third party" options (for example "computer equipment"), unless explicitly agreed.
- Repair of damage due to transport of the System or the non-agreed adaptation of "Third party" options.
- Additional training of Customer's personnel on system operation is not included, but may be purchased separately.

6 Governing Law

The laws of The Netherlands govern this Agreement.

For and on behalf of
Raith B.V.

This offer has been generated automatically and is valid without signature.