SOFTWARE END USER LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS.

BINDING TERMS AND CONDITIONS. The terms and conditions of this Protochips Software End User License Agreement ("Agreement") shall govern the license and use of any and all software (as defined below) furnished to you (the "Licensee") by Protochips pursuant to a purchase order (the "Order") that is subject to Protochips' Standard Terms and Conditions of Sale or other Terms and Conditions as agreed upon in writing by Protochips (the Order and such Standard Terms and Conditions of Sale are collectively, the "Purchase Agreement"). Licensee shall have no rights to the Software except as expressly granted herein. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of this Agreement shall govern. This software uses libraries from the FFmpeg project under the LGPLv2.1. Protochips does not own the FFmpeg encoder. The owners of the encoder and associated software can be reached at https://www.ffmpeg.org/contact.html and additional license information for the GNU LGPLv2.1 can be found at http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html.

BY EXECUTING AN ORDER REFERENCING THIS AGREEMENT, OR BY DOWNLOADING, COPYING, INSTALLING, OR USING THE SOFTWARE, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREOF.

1. DEFINITIONS

"**Software**" means all (i) software identified in an Order and installed on the Hardware or from approved Protochips software already in use by the Licensee, (ii) updates, new versions, and bug fixes provided to Licensee by Protochips with respect to such software, and (iii) third party software licensed to Protochips and installed on Hardware (collectively, the "Software"). It includes but is not limited to Atmosphere AX, AXON Dose, AXON High Frame Rate (HFR), AXON Studio, AXON Synchronicity Pro, AXON Synchronicity X, Fusion AX, Fusion 200/350/500/Select Clarity, and Poseidon AX.

"**Hardware**" means any equipment sold by Protochips, or an authorized dealer thereof, to Licensee for use in conjunction with the Software, including electron microscope accessories, power supplies, cables, and computers.

"**Consumables**" means any device(s) used to prepare and/or place electron microscope samples on the Hardware.

"**Documentation**" means any of the following documents provided or made available to Licensee: user guide(s), reference manual(s), installation material(s), Approved Chemical List(s), Approved Liquid and Gas List(s), and any other written materials pertaining to the System, including original documentation and updated documentation.

"**System**" means a system provided by Protochips to the Licensee comprised of Hardware and Software.

"**Term**" means the period during which the License granted under this Agreement continues, as specified in the Purchase Agreement.

2. LICENSE

2.1 Subject to the terms and conditions of this Agreement, Protochips grants to the Licensee a personal, nonexclusive and nontransferable (except as provided herein) license during the Term to use the Software and related Documentation for which Licensee has paid the license fees due pursuant to the applicable Order, in object code form only, in accordance with the terms and conditions of this Agreement solely in connection with the use of the System, on a single central processing unit ("CPU") owned or leased by Licensee. In the event Licensee has purchased licenses for Software that include use restrictions set forth in the Order, Licensee agrees to be bound to such restrictions. Licensee agrees that the purchase is not contingent on the delivery of any future functionality or features, including future availability of any Software beyond the current License Term or any new releases, or dependent on any oral or written public comments made by Protochips regarding future functionality or features.

2.2 Licensee agrees that a single user may use one concurrent session of the Software on the single designated CPU at any given time. Although the Protochips' AXON Synchronicity and Clarity software is permitted to be installed, configured, and operated on one CPU system per license, the software may be accessed and operated remotely or via a network so long as the software remains on the designated CPU. Licensee will be required to provide Protochips with the MAC address of the single designated CPU in order to access the Software in order to assist Protochips in ensuring Licensee's compliance with the terms and conditions of this Agreement. Protochips has no further obligation for delivery with respect to the software after delivery of the license keys. Upon expiration of the Term, the license to use the Software will automatically terminate and the System will cease operating at the end of the Term. Licensee assumes all responsibility for storing and safeguarding data generated through use of the Software and System, including purchasing license(s) of sufficient duration to meet Licensee's needs. Protochips assumes no responsibility for any loss of data during or after the expiration of the Term or inability of Licensee to use the Software or System after the expiration of the Term.

2.3 Protochips' AXON system (which includes the AXON hardware and software Core and the Synchronicity software) may be used with Protochips' in-situ holders or non Protochips holders. Protochips Inc. cannot guarantee performance of AXON with non-Protochips' approved components and will not be held liable for damages related to such use conditions. Licensee represents that it has read the Documentation and will follow all safety and operational procedures outlined therein and, if working with liquids or gases, will only use substances from the approved liquid and gas list, if any, provided to Licensee.

3. COPIES; LICENSE RESTRICTIONS

The Software is intended solely for use only by single human (i.e., nonrobotic and non-automated software) operators (up to the number of users for which Licensee has paid the required license fees) at one time with Hardware either provided by Protochips or expressly authorized in the software as Authorized Hardware. Authorize Hardware is defined as any sample holders or sample supports listed in the software as integrated products. Use with any other Hardware is expressly prohibited. Licensee agrees not to use or permit the use of robotic or other automated systems to manipulate the Software in any manner. Licensee further agrees not to make any copies of the Software or the Documentation, in whole or in part, other than one copy for archival purposes only. Except as permitted herein, Licensee agrees not to copy, sell, export, transfer, sublicense, rent, distribute, embed, give away, permit the use of, provide access to, or otherwise use the Software in any manner, including use for the benefit of third parties as part of a service bureau or managed-service arrangement, cloud services offering, bundled product or otherwise, or do any of the foregoing with respect to any interest in the Software, or any related materials, including, without limitation, any associated Documentation, to or for the benefit of any third party unrelated to the Licensee. Licensee agrees not to sub-license, sell, lease, transfer, transmit, modify (except to the extent necessary for your use of the Software), translate, reverse engineer (except to the extent necessary for debugging any of your modifications of the Software), de-compile, disassemble or create derivative works based on the Software, or otherwise attempt to derive or determine the source code or the logic therein (except as permitted herein), or authorize any third party to do any of the foregoing, except to the extent that such limitation is prohibited by applicable law. Licensee agrees to take reasonable steps to safeguard copies of the Software and Documentation against disclosure, copying or use by unauthorized persons, and to take reasonable steps to ensure that the provisions of this Agreement are not violated by Licensee's employees or agents.

4. TITLE

All right, title and interest in and to the Software and Documentation including all intellectual property rights therein, shall remain the property of Protochips, subject only to the limited license granted to Licensee by this Agreement with the exception of the FFmpeg libraries provided under LGPLv2.1. Protochips does not own the FFmpeg encoder. This Agreement is not a sale and does not transfer to Licensee any title or ownership in or to the Software and Documentation or any patent, copyright, trade secret, trade name, trademark or other proprietary or intellectual property rights related thereto including any corrections, bug fixes, enhancements, updates or other modifications, including any Licensee modifications, made to the Software or Documentation.

5. MAINTENANCE AND SUPPORT

The warranty period will terminate after a period of twelve (12) months unless an extended warranty is purchased. An optional extended software maintenance and support service plan can be purchased through Protochips, its distributors, or the electron microscope manufacturer EEM. Failure to have maintenance and support performed by Protochips or a Protochips authorized service agent will result in a voiding of the warranty and cancellation of the maintenance and support service plan. Maintenance and support includes: (a) technical support by telephone, telefax or electronic mail regarding the use of the licensed Software and their interaction with Hardware, Consumables and the System; (b) reasonable commercial efforts to provide workarounds within a reasonable time for any material programming errors in the current release of the Software which are directly attributable to Protochips. The following changes to the Hardware are expressly excluded from Protochips' maintenance, support and warranty obligations: Anything that fundamentally changes alignments and thus would require recalibration of the Hardware; Hardware column control software updates, or downgrades, which can change the way the stage is controlled; Movement of the Hardware from one its location at the time of initial calibration; Movement of cameras from one imaging platform to another, as GMS, TIA, VELOX, JEOL; and Changes in OEM equipment control software, imaging platforms, and additional detectors that where not validated during initial site configuration validation. Licensee is responsible for backing up calibrations to permit any necessary restoration by Protochips as part of its Software maintenance and support obligations. In the event such calibrations cannot be retrieved, Licensee might incur additional charges for onsite visits by Protochips technicians. Any removal of the Software from the System by Licensee or its agents will void any maintenance and support obligations of Protochips hereunder.

6. LIMITED WARRANTY

Protochips warrants to Licensee that the media on which the Software is recorded shall be free from defects in materials and workmanship under normal use for a period of 90 days from the date of shipment by Protochips, and Licensee's exclusive remedy, and Protochips'

exclusive liability, shall be replacement of the media in accordance with this limited warranty. Protochips warrants that the Software shall be free of, and any physical media or equipment containing the Software will be shipped free of, any viruses, Trojan horses, worms, and any other software routines or code designed to (i) permit unauthorized access by third parties, or (ii) disable, erase, or otherwise harm the program, data, other software or hardware ("Malicious Code"); and Protochips agrees that, in the event of a breach of this warranty, Protochips shall, as Licensee's sole and exclusive remedy for such breach, use commercially reasonable efforts to remove such Malicious Code from Licensee's computer software and hardware system and to assist Licensee in restoring any affected software and restoring any lost data, but only to the extent Licensee has backed-up its computer software and hardware system. EXCEPT TO THE EXTENT SET FORTH IN THIS LIMITED WARRANTY, THE SOFTWARE IS PROVIDED "AS IS." PROTOCHIPS EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES FOR THE SOFTWARE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND PROTOCHIPS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS. Protochips does not warrant that the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error free.

7. BUG FIXES
Protochips will make available to you without additional charge any bug fixes or security patches that it makes generally available to all of its other licensees of the Software without charge. Such bug fixes and patches will be deemed part of the Software.

8. LIMITATION OF LIABILITY
IN NO EVENT WILL PROTOCHIPS, OR ITS AUTHORIZED DEALERS, BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, OR LOST DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF PROTOCHIPS OR ITS AUTHORIZED DEALERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF PROTOCHIPS OR ITS AUTHORIZED DEALERS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE LICENSE FEES PAID BY LICENSEE AS DETERMINED BY THE VALUE OF THE SPECIFIC PRODUCT LINE ITEM ON THE PURCHASE ORDER. Some states or countries do not allow exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, so the above limitations or exclusions may not apply.

9. TERMINATION
This Agreement shall continue in effect until terminated hereunder. This Agreement shall terminate on either Party's material failure to comply with any of the provisions herein, unless cured within thirty (30) days of written notice of failure to comply. Notwithstanding the foregoing, any attempted transfer of license granted by this Agreement or of the Software or Documentation shall be void ab initio and shall result in an immediate termination of this Agreement without prior notice by Protochips. Upon any termination, Licensee shall promptly destroy or return to Protochips all copies of the Software and Documentation, including all original and archival copies. If Licensee elects to destroy the Software and Documentation rather than return such all copies to Protochips, upon request Licensee shall provide written certification of such destruction, in form and substance reasonably satisfactory to Protochips, which certification will be signed by a senior executive or owner of Licensee with authority to bind Licensee. No refunds shall be given for such returned materials. Notwithstanding any termination of this License, the rights and obligations relating to title, warranty, termination and limitation of liability, as well as any other provisions which survive by their terms or their nature, shall survive termination.

10. MISCELLANEOUS
Licensee may not assign or transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Protochips, which may be withheld in its sole discretion. Notwithstanding the foregoing, Licensee may assign this Agreement in the event of a Change of Control provided that all other requirements of this paragraph are met. "Change of Control" means the sale of all or substantially all of Licensee's assets or a stock sale, reorganization, merger, consolidation or other form of corporate transaction or series of transactions, in each case, with respect to which persons who were the shareholders of Licensee immediately prior to such stock sale, reorganization, merger or consolidation or other transaction do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the sold, reorganized, merged or consolidated company's then outstanding voting securities, in substantially the same proportions as their ownership immediately prior to such stock sale, reorganization, merger, consolidation or other transaction. Licensee will notify Protochips of any Change of Control as soon as reasonably practicable. The transferee must agree in writing to the terms, conditions and obligations set forth in this Agreement, upon which the transferee will be considered "Licensee" for purposes of this Agreement. No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement shall operate to waive any exercise of such right or remedy or any other right or remedy. No provision of this Agreement can be waived except by a written instrument signed by the Party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to that breach or any subsequent breach of the same or any other provision hereof. Licensee shall comply with all export laws and regulation of the United

States to assure that the Software is not exported, directly or indirectly, in violation of U.S. law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflict of laws principles. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and the remainder of this Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between Licensee and Protochips with respect to the subject matter of this Agreement.

11. PROPRIETARY NOTICES
Licensee shall maintain and reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such notices are included on the Software, and Licensee agrees not to obscure such notices (including without limitation the initial screen displayed upon the initial launch of the Software as part of the System) or permit such notices to be obscured in any manner. All Protochips product and service names are common law and/or federally protected trademarks and/or service marks of Protochips Inc. both domestically and internationally.

12. SUBLICENSE NOTICE
Some of the Protochips Inc. software contains sub-licensed or open-source code. In compliance with that license. Copyright 2023 Protochips, Inc. Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at http://www.apache.org/licenses/LICENSE-2.0 Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

-- Nothing Follows --