

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2016
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____
Commission file number 000-30941

AXCELIS TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

34-1818596
(IRS Employer Identification No.)

108 Cherry Hill Drive
Beverly, Massachusetts 01915
(Address of principal executive offices) (zip code)

(978) 787-4000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, \$.001 par value	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by checkmark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

Aggregate market value of the voting stock held by non-affiliates of the registrant as of June 30, 2016: \$310,378,330

Number of shares outstanding of the registrant's Common Stock, \$0.001 par value, as of March 13, 2017: 29,917,059

Documents incorporated by reference:

Portions of the definitive Proxy Statement for Axcelis Technologies, Inc.'s Annual Meeting of Stockholders to be held on May 16, 2017 are incorporated by reference into Part III of this Form 10-K.

Item 1. Business.

Overview of Our Business

Axcelis Technologies, Inc. (“Axcelis,” the “Company,” “we,” “us,” or “our”) designs, manufactures and services ion implantation and other processing equipment used in the fabrication of semiconductor chips. We believe that our Purion family of products are the most innovative implanters available on the market today. We sell to leading semiconductor chip manufacturers worldwide. The ion implantation business represents 93.2% of our revenue in 2016 with the remaining 6.8% of revenue derived from other legacy processing systems. In addition to equipment, we provide extensive aftermarket lifecycle products and services, including used tools, spare parts, equipment upgrades, maintenance services and customer training.

Axcelis’ business commenced in 1978 and its current corporate entity was incorporated in Delaware in 1995, and is headquartered in Beverly, Massachusetts. We maintain an internet site at www.axcelis.com. On or through our website, investors may access, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission. Our website and the information contained therein or connected thereto shall not be deemed to be incorporated into this Form 10-K.

2016 was a challenging year for the Company. Our 2016 revenues of \$267.0 million were below our 2015 revenues due to lower purchasing from key memory customers, particularly in dynamic random-access memory (“DRAM”). Despite this, Axcelis made progress towards our long-term strategic goal of regaining a position of market share leadership in the ion implant semiconductor equipment market.

In 2016 we continued to invest a significant portion of our resources in research and development programs related to our Purion ion implantation platform. During the year, our customer base for Purion ion implanters expanded significantly, and we successfully introduced several new extensions to our core Purion systems, such as the hot silicon carbide Purion M, the Purion EXE and Purion VXE. We placed Purion ion implanters with seven new customers, as well as within seven new fabs owned by existing customers. We expect customer adoption and demand for our Purion products to continue to grow.

In addition, we continued to improve our gross margin performance in 2016. The Company’s gross margins for 2016 were 37.3%, up from 33.7% in 2015. We also worked hard to ensure that manufacturing and operating expense levels remain well aligned to business conditions. We believe that the most fundamental interest of our stockholders is in consistent, profitable, financial performance and we expect to deliver such results in 2017. Our performance is subject to risks and uncertainties discussed below under Item 1A Risk Factors.

Industry Overview

Semiconductor chips, also known as integrated circuits, are used in a continuously evolving range of consumer and industrial products, including for example, personal computers, mobile devices, automobiles, sensors and controllers for the “internet of things,” and data storage servers. Types of semiconductor chips include DRAM and “negative and” (“NAND”) Flash memory; logic devices to process information; and “system on chip” devices (which have both logic and memory features). The semiconductor chip manufacturers industry is entering a period of sustained growth driven by the increased number of devices providing information to, and receiving information from, the internet. This development, sometimes referred to as the “Connected World,” is increasing demand for chips used in data input, such as image sensors, which are often manufactured using mature processing technologies, as well as for memory chips to support the storage of data, internet streaming and “cloud computing” data analytics.

Most semiconductor chips are built on a wafer of silicon of either 200mm (8 inches) or 300mm (12 inches) in diameter. Each semiconductor chip is made up of millions of tiny transistors or “switches” to control the functions of the

device. Transistors are created in the silicon wafer by introducing various precisely placed impurities into the silicon in specific patterns.

Semiconductor chip manufacturers own or manage wafer fabrication facilities (often referred to as a “fab”), which utilize many different types of equipment in the making of integrated circuits. Over 300 process steps utilizing over 50 different types of process tools are required to make a single device like a microprocessor. Semiconductor chip manufacturers seek device performance benefits through new products and technology enhancements and productivity improvements through increased throughput, equipment utilization and higher manufacturing yields. Capacity is added by increasing the amount of manufacturing equipment in existing fabrication facilities and by constructing new fabrication facilities.

We have different types of customers, which impacts timing of purchases and technology requirements. Some customers are integrated electronics manufacturers, who make semiconductor chips for their own devices. These same companies may also act as foundries, who manufacture chips for other electronic manufacturers or chip design companies. Some customers only function as foundries. A few companies design and manufacture branded chips that are sold to device manufacturers. In addition, some customers may have partnerships or joint ventures with two or more semiconductor chip manufacturers to share the technology development and capital investment. The timing of purchases by foundry customers will depend on their receipt or loss of manufacturing contracts. Also, foundry customers will look for equipment that can deliver the broadest capabilities so that they are prepared to manufacture all chip types, while integrated electronics manufacturers may invest in processing equipment that is dedicated to a specific application they require for their products.

The semiconductor capital equipment industry is highly cyclical, as global chip production capacities successively exceed, then lag behind, global chip demand. When chip demand is high, and inventories low, chip manufacturers add capacity through capital equipment purchases. Given the difficulties of forecasting and calibrating chip demand and production capacity, the industry periodically experiences excess chip inventories and softening chip prices. Device manufacturers react with muted capital spending, lowering the demand for capital equipment. Changes in consumer and business demand for products in which chips are used also affect the industry. A successful semiconductor capital equipment manufacturer must not only provide some of the most technically complex products manufactured in the world but also must manage its business to thrive during the inevitable low points in the cycle.

Axcelis’ Strategy

Axcelis’ 2017 strategic initiatives are:

- Drive top line and market share growth with Purion systems, capitalizing on investments by customers in the memory and the mature technology sectors
- Increase aftermarket revenues by delivering differentiated high value products in each business segment, including upgrades, spares, consumables, service and used tools
- Improve gross margins
- Enhance profitability and cash generation

We have continued to invest in research and development through the industry cycles to ensure our products meet the needs of our customers. We take pride in our scientists and engineers who continue to add to our portfolio of patents and unpatented proprietary technology to ensure that our investment in technology leadership is translated into unique product advantages. We strive for operational excellence by focusing on ways to lower our product, manufacturing and design costs and to improve our delivery times to our customers. We will continue to use our Global Customer Teams and a focused account management structure to maintain and strengthen our customer relationships and increase customer satisfaction. Finally, we will maintain a strong cash balance to ensure that we have enough capital to fund a potential ramp up in our business.

Ion Implantation Systems

Ion implantation is a principal step in the transistor formation cycle of the semiconductor chip manufacturing process. Ion implantation is also used to change the characteristics of the silicon for reasons other than transistor formation, a process known as “material modification”. An ion implanter is a large, technically advanced system that injects dopants such as arsenic, boron or phosphorus into a wafer. These dopants are ionized and therefore have electric charges. This electric charge allows the dopants to be manipulated, moved and accelerated with electric and magnetic fields. Ion implanters use these fields to create a beam of ions with a precisely defined amount of energy (ranging between several hundred and three million electron-volts) and with a precisely defined amount of beam current (ranging from microamps to milliamps). Certain areas of the silicon wafer are blocked off by a polymer material known as photoresist, which acts as a “stencil” to pattern devices so that the dopants will only enter the wafer where needed. Typical process flows require twenty implant steps, with the most advanced processes requiring thirty or more. Each implant step is characterized by four key parameters: dopant type, dose (amount of dopant), energy (depth into the silicon) and tilt (angle of wafer relative to the ion beam).

In order to cover the wide range of implant steps, three different types of implanters have been developed, each designed to cover a specific range of applications, primarily defined by dose and energy. The three traditional implanter types are referred to as medium current, high current and high energy:

- Medium current implanters are the original model of ion implanter, with mid to low-range energy and dose capability.
- High current implanters were the second type of implanter to emerge, having low energy capability and high dose range.
- High energy implanters emerged to address the need for deeper implants with a high energy range and low dose.

The Purion Platform and Family of Ion Implanters

Axcelis offers a complete line of high energy, high current and medium current implanters for all application requirements. Our flagship systems are all based on a common Purion platform which offers purity, precision and productivity by combining a high-speed, state-of-the-art single wafer end station, enabling unmatched throughput (500 wafers per hour), and an advanced spot beam that ensures that all points across the wafer see the same beam at the same beam angle, resulting in exceptional process control and maximum yield.

- **High Energy Implant.** Our Purion XE high energy system combines Axcelis’ production-proven RF Linac high energy, spot beam technology with the Purion platform. Axcelis is a market leader in high energy ion implanters, and we expect to maintain our leadership in the high energy segment through sales of both our multi-wafer legacy high energy systems and the Purion XE, the Purion EXE and the Purion VXE.
- **Medium Current Implant.** Our Purion M medium current system offers higher productivity and lower cost of ownership than competitive offerings, in addition to other advantages. Our Purion M systems also offer differentiation for specialty applications, like hot silicon carbide.
- **High Current Implant.** Our Purion H high current system fulfills all traditional high current requirements while extending beyond traditional high current energy and dose ranges. In order to maximize utilization and flexibility, the Purion H can process some traditional mid-current implants. In addition, the Purion H is extendable into ultra-low energy applications to satisfy future process requirements, including leakage current performance. The Purion H also provides advantages for material modification applications, including hot and cold implant.

We believe our ion implant products will continue to meet customer demand for advantages in productivity, process performance and technical extendibility.

Dry Strip

Axcelis previously manufactured other types of semiconductor processing equipment in addition to the ion implanters, including dry strip wafer cleaning systems. In December 2012, we sold the intellectual property rights relating to our dry strip business to Lam Research Corporation (“Lam”). Under the agreements with Lam, Axcelis may continue to sell dry strip systems for 200mm and 150mm wafers through December 2017. We will continue to service and support our dry strip installed base indefinitely.

Aftermarket Support and Services

Through our Customer Innovation and Support business, we offer our customers extensive aftermarket service and support throughout the lifecycle of the equipment we manufacture as well as equipment we previously manufactured. We believe that approximately 3,000 of our products are in use in 32 countries worldwide. The service and support that we provide includes used tools, spare parts, equipment upgrades, and maintenance services. We provide varying levels of sales, service and applications support out of our field offices to customers located in 32 countries. Revenue generated through our service and support business represented 47.8%, 43.0% and 59.8% of revenue in 2016, 2015 and 2014, respectively.

To support our aftermarket business, we have approximately 200 staff members, including sales and marketing personnel, field service engineers, and spare parts and applications engineers, as well as employees located at our manufacturing facilities who work with our customers to provide customer training and documentation, product, process and applications support.

Most of our customers maintain spare parts inventories for our machines. In addition to our web-based spare parts management and replenishment tracking program, we offer a number of Business-to-Business options to support our customers’ parts management requirements. Our Axcelis Managed Inventory service offering, a parts consignment arrangement, provides the customer with full spares support, with Axcelis retaining responsibility for the complete supply chain. The expansion of these services provides ease of use alternatives that help us reduce order fulfillment costs and improve cycle time, resulting in an expanded customer base for this service offering.

Sales and Marketing

We primarily sell our equipment and services through our direct sales force. We conduct sales and marketing activities from our sales offices located in the United States, Taiwan, South Korea, China, Germany, Singapore, Japan and Italy.

International revenue, including export sales from our U.S. manufacturing facilities to foreign customers and sales by foreign subsidiaries and branches, accounted for 80.0%, 85.1% and 80.0% of total revenue in 2016, 2015 and 2014, respectively. Substantially all of our sales are denominated in U.S. dollars. See Note 18 to our Consolidated Financial Statements contained in Item 15 of this Form 10-K for a breakdown of our revenue and long-lived assets in the United States, Europe and Asia. See also Item 1A, “Risk Factors,” for information about risks attendant to our foreign operations.

Customers

In 2016, the top 20 semiconductor chip manufacturers accounted for approximately 87.2% of total semiconductor capital equipment spending, down slightly from 87.7% in 2015. These manufacturers are from the largest semiconductor chip manufacturing regions in the world: the United States, Asia Pacific (Taiwan, South Korea, Singapore and China), Japan and Europe.

Revenue from our ten largest customers accounted for 70.2%, 76.8% and 68.1%, of revenue in 2016, 2015 and 2014, respectively. We expect that sales of our products to relatively few customers will continue to account for a high percentage of revenue for the foreseeable future. In 2016, one customer accounted for 17.0% of revenue. In 2015, two customers accounted for 29.3% and 10.5% of revenue, respectively. In 2014, two customers accounted for 17.4% and 12.3% of revenue, respectively.

Our Beverly, Massachusetts Advanced Technology Center houses a process development laboratory with 12,500 sq. ft. of class 10/100/1000 clean room for product demonstrations and process development and a 34,000 sq. ft. customer training center. The Advanced Technology Center provides infrastructure and process capabilities that allow customers to test their unique process steps on our systems under conditions that substantially replicate the customers' production environment. This facility also provides significant capability for our research and development efforts.

Research and Development

Our industry continues to experience rapid technological change, requiring us to frequently introduce new products and enhancements. Our ability to remain competitive in this market will depend in part upon our ability to develop new and enhanced systems and to introduce these systems at competitive prices on a timely and cost effective basis.

We devote a significant portion of our personnel and financial resources to research and development programs and seek to maintain close relationships with our customers to remain responsive to their product needs. We have also sought to reduce the development cycle for new products through a collaborative process whereby our engineering, manufacturing and marketing personnel work closely together with one another and with our customers at an earlier stage in the process. We use 3D, computer-aided design, finite element analysis and other computer-based modeling methods to test new designs.

Our expenses for research and development were \$34.4 million, \$32.6 million and \$33.5 million in 2016, 2015 and 2014, respectively, or 12.9%, 10.8% and 16.5% of revenue, respectively. We expect that research and development expenditures will continue to represent a similar level of investment in future years.

Manufacturing

We manufacture products at our 417,000 sq. ft. ISO 9001:2008, ISO 14001:2004 certified plant in Beverly, Massachusetts. Our facility employs best in class manufacturing techniques, including lean manufacturing, six sigma controls and advanced inventory management, purchasing and quality systems.

Our clean manufacturing process uses class 1,000/10,000 space to facilitate most of our manufacturing requirements.

The Company's core manufacturing and supply chain competency is built around system assembly and testing, which remains an in-house capability due to the high degree of expertise and intellectual property associated with the process and design. Non-core work is sourced to one of several global partners and includes items such as vacuum systems, wafer handling and commodity-level components. We continuously pursue outsourcing opportunities where the economics are justified, with a goal of enabling quality and margin improvement. Our supply chain team is globally focused and is located in Beverly and Singapore. Customized and commercially available software solutions drive our planning, purchasing and inventory tracking process.

Our products are designed to be assembled and tested in a modular fashion, which facilitates our industry-recognized "ship-from-cell" process. Specially developed test stands, software and tooling provide the framework for this accelerated delivery process. Customers that choose ship-from-cell substantially improve their delivery times while receiving the same high level of quality provided by more traditional longer cycle integration techniques. Product margins and inventory turns also improve as a result of shorter factory cycle times and increased labor productivity.

Installation of our equipment is provided by factory and field teams. The process includes assembling the equipment at its installation site and after it has been connected, recalibrating it to factory specifications.

Competition

The semiconductor chip manufacturer industry is highly competitive and is characterized by a small number of participants ranging in size. Significant competitive factors in the semiconductor capital equipment market include price, cost of ownership, equipment performance, customer support, capabilities and breadth of product line.

In ion implantation, we mainly compete against Applied Materials, Inc. We and Applied Materials are the only ion implant manufacturers with a full range of implant products, and service and support infrastructures able to service our customers globally. Three other niche players we compete with from time to time include Advanced Ion Beam Technology, Inc., Nissin Ion Implantation Co., Ltd. and SEN Corporation.

Intellectual Property

We rely on patent, copyright, trademark and trade secret protection in the United States and in other countries, as well as contractual restrictions, to protect our proprietary rights in our products and our business. As of December 31, 2016, we had 314 active patents issued in the United States and 465 active patents granted in other countries, as well as 191 patent applications (44 in the United States and 147 in other countries) on file with various patent agencies worldwide. Patents are generally in effect for up to 20 years from the filing of the application.

We intend to file additional patent applications and grow our intellectual property portfolio as appropriate. Although patents are important to our business, we do not believe that we are substantially dependent on any single patent or any group of patents.

We have trademarks, both registered and unregistered, that are maintained to provide customer recognition for our products in the marketplace. Trademark registrations generally remain in effect as long as the trademarks are in use. From time to time, we enter into license agreements with third parties under which we obtain or grant rights to patented or proprietary technology. We do not believe that any of our licenses are currently material to us.

Backlog

Systems backlog, including deferred systems revenue, was \$17.5 million and \$22.5 million as of December 31, 2016 and 2015, respectively. We believe it is meaningful to investors to include deferred systems revenue as part of our backlog. Deferred systems revenue represents revenue that will be recognized in future periods based on prior shipments. Our policy is to include in backlog only those system orders for which we have accepted purchase orders and are typically due to ship within six months. All orders are subject to cancellations or rescheduling by customers with limited or no penalties.

Backlog does not include orders received and fulfilled within a quarter. Our backlog at the beginning of a quarter typically does not include all orders required to achieve our sales objectives for that quarter. Backlog is not necessarily an indicator of future business trends because orders for services or parts received during the quarter are generally performed or shipped within the same quarter.

Bookings in the quarter ended December 31, 2016 were \$34.8 million compared to \$26.1 million in the quarter ended December 31, 2015.

Employees

As of December 31, 2016, we had 814 employees and 31 temporary staff worldwide, of which 603 work in North America, 190 in Asia and 52 in Europe. We consider our relationship with our employees to be good. Our employees are not represented by a labor union and are not subject to a collective bargaining agreement. One of our European locations has formed a work council, which has certain information and discussion rights under applicable law.

Environmental

We are subject to environmental laws and regulations in the countries in which we operate that regulate, among other things: air emissions; water discharges; and the generation, use, storage, transportation, handling and disposal of solid and hazardous wastes produced by our manufacturing, research and development and sales activities. As with other companies engaged in like businesses, the nature of our operations exposes us to the risk of environmental liabilities, claims, penalties and orders.

We are proud of our commitment to improving our environment. We believe that our operations are in substantial compliance with applicable environmental laws and regulations and that there are no pending environmental matters that would have a material impact on our business. We are ISO-14001 certified at our Beverly, MA facility.

Executive Officers of the Registrant

Mary G. Puma, 59, has been our President and Chief Executive Officer since January 2002, having served as Chairman from 2005 to 2015. From May 2000 until January 2002, Ms. Puma was our President and Chief Operating Officer. In 1998, she became General Manager and Vice President of the Implant Systems Division of Eaton Corporation, a global diversified industrial manufacturer. In May 1996, she joined Eaton as General Manager of the Commercial Controls Division. Prior to joining Eaton, Ms. Puma spent 15 years in various marketing and general management positions for General Electric Company. Ms. Puma is a director of Nordson Corporation and Semiconductor Equipment and Materials International (SEMI).

Kevin J. Brewer, 58, became our Executive Vice President and Chief Financial Officer in September 2013, having served as interim Chief Financial Officer beginning in June 2013. Mr. Brewer also manages our Global Operations. Mr. Brewer had been our Executive Vice President, Global Operations since 2008 and our Senior Vice President, Manufacturing Operations since May 2005, prior to which he had been Vice President of Manufacturing Operations since October 2002 and Director of Operations from 1999 to 2002. Prior to joining Axcelis in 1999, Mr. Brewer was Director of Operations, Business Jets at Raytheon Aircraft Company, a leading manufacturer of business and special mission aircraft owned by Raytheon Company, a manufacturer of defense, government and commercial electronics, as well as aircraft. Prior to that, Mr. Brewer held various management positions in operations and strategic planning in Raytheon Company's Electronic Systems and Missile Systems groups.

John E. Aldeborgh, 60, has been our Executive Vice President, Customer Operations since February 2013, having joined Axcelis in January 2013 as our Senior Vice President, Customer Operations. Prior to joining Axcelis, Mr. Aldeborgh served as the Chief Executive Officer and President, and as a Director, of innoPad, Inc., a privately held manufacturer of Chemical Mechanical Planarization pads, since 2006. Mr. Aldeborgh served in various marketing and sales position at Varian Semiconductor Equipment Associates Inc. (an ion implantation systems business acquired by Applied Materials Inc. in 2011) from 2002 to 2005, including Vice President of Sales and Marketing. Prior to Varian, Mr. Aldeborgh served as President and Chief Operating Officer of Ebara Technologies, Inc., from 1998 to 2002. Mr. Aldeborgh also held various positions, at Genus, Inc. from 1989 to 1998, including Executive Vice President and Chief Operating Officer.

William Bintz, 60, is our Executive Vice President, Product Development since November 2016. From 2011 until November 2016, Mr. Bintz served as Executive Vice President, Product Development, Engineering and Marketing. Prior to that, he served as Senior Vice President, Marketing beginning in September 2007, after joining Axcelis in early 2006 as Director of Marketing for curing and cleaning products and shortly thereafter becoming Vice President of Product Marketing. Prior to joining Axcelis, from 2002 Mr. Bintz was Product Director for Medium Current and High Energy Ion Implant System at Varian Semiconductor Equipment Associates, Inc. Before that, he was General Manager of the Materials Delivery Products Group at MKS Instruments, beginning in 1999, and General Manager of the Thermal Processing Systems Division at Eaton Corporation (now Axcelis) beginning in 1995.

Lynnette C. Fallon, 57, is our Executive Vice President, Human Resources/Legal and General Counsel, a position she has held since May 2005. Prior to that, Ms. Fallon was Senior Vice President HR/Legal and General

Counsel since 2002, and Senior Vice President and General Counsel since 2001. Ms. Fallon has also been our corporate Secretary since 2001. Before joining Axcelis, Ms. Fallon was a partner in the Boston law firm of Palmer & Dodge LLP since 1992, where she was head of the Business Law Department from 1997 to 2001.

Douglas A. Lawson, 56, has been our Executive Vice President, Corporate Marketing and Strategy since November 2013, having joined Axcelis as Vice President Business Development in 2010, and holding the position of Senior Vice President of Strategic Initiatives beginning in 2011. Mr. Lawson also manages our Information Technology function. Prior to joining the company in 2010, he held the position of General Manager of Luminus Devices from 2009 to 2010. He has over 30 years of experience in the technology industry, and has held numerous executive and technical positions at BTU International, PRI Automation, Digital Equipment and Intel.

Russell J. Low, Ph. D., 46, is our Executive Vice President, Engineering, having joined Axcelis in October 2016. Prior to joining the Company, Dr. Low held the position of Vice President of Engineering, MOCVD Business Unit at Veeco Instruments since 2013, prior to which he was Veeco's Senior Director of Engineering, Molecular Beam Epitaxy Business Unit beginning in 2012. From 2003 to 2012, Dr. Low held a number of positions at Varian Semiconductor Equipment Associates, most recently as Director of Technology. Prior to that, Dr. Low held engineering positions in the thermal processing and ion implant divisions of Applied Materials, Inc. from 1997 to 2003.

Item 1A. Risk Factors.

Risks Related to Our Business and Industry

Set forth below and elsewhere in this Form 10-K and in other documents we file with the SEC are risks and uncertainties that could cause actual results to differ materially from the results contemplated by the forward-looking statements contained in this Form 10-K. We note that factors set forth below, individually or in the aggregate, may cause our actual results to differ materially from expected and historical results. We note these factors for investors as permitted by the Private Securities Litigation Reform Act of 1995. You should understand that it is not possible to predict or identify all such factors. Consequently, you should not consider the following to be a complete discussion of all potential risks or uncertainties.

If semiconductor chip manufacturers do not make sufficient capital expenditures, our sales and profitability will be harmed.

New systems orders and used tool sales depend upon demand from semiconductor chip manufacturers who build or expand fabrication facilities. The impact of this demand on the Company will vary with the type of semiconductor chip manufacturers who are purchasing systems. For example, changes in demand in the memory and mature process technology segments will most significantly impact the Company since customers in these segments have established Axcelis ion implanters as process tools of record. When the rate of construction or expansion of fabrication facilities declines, demand for our systems will decline, reducing our revenue. In addition, all or a portion of the demand for increased capacity may be satisfied by a semiconductor chip manufacturer's ability to reconfigure and re-use equipment they already own. Revenue decline also hurts our profitability because our established cost structure and our continued investments in engineering, research and development and marketing necessary to develop new products and to maintain extensive customer service and support capabilities limit our ability to reduce expenses in proportion to declining sales.

If we fail to develop and introduce reliable new or enhanced products and services that meet the needs of semiconductor chip manufacturers, our results will suffer.

Rapid technological changes in semiconductor chip manufacturing processes require us to respond quickly to changing customer requirements. Our future success will depend in part upon our ability to develop, manufacture and successfully introduce new systems and product lines with improved capabilities and to continue to enhance existing products. This will depend upon a variety of factors, including new product selection, timely and efficient completion of product design and development as well as manufacturing and assembly processes, product performance in the field and effective sales and marketing. In particular:

- We must continue to develop competitive technical specifications of new systems, or enhancements to our existing systems, and manufacture and ship these systems or enhancements in volume in a timely manner.
- We will need to accurately predict the schedule on which our customers will be ready to transition to new products, in order to accurately forecast demand for new products while managing the transition from older products.
- We will need to effectively manage product reliability or quality problems that often exist with new systems, in order to avoid reduced orders, higher manufacturing costs, delays in acceptance and payment and additional service and warranty expenses.
- Our new products must be accepted in the marketplace.

Our failure to meet any of these requirements will have a material adverse effect on our operating results and profitability.

A significant portion of our revenue depends on customers electing to buy aftermarket products and services from Axcelis.

Historically, a significant portion of our product revenue and all of our service revenue relates to our sale of “aftermarket” products and services, which include parts, consumables, upgrades, service contracts, and time and materials billings. Some of our customers purchase fewer aftermarket products and services, often training their own staff to maintain and service semiconductor capital equipment rather than relying on the equipment manufacturer for these services. In addition, we compete against third party parts suppliers for the sale of parts and consumables that are not protected by patents or otherwise proprietary. To the extent our customers purchase parts and services from other vendors or provide their own system maintenance labor, our revenue will be less.

Our financial results may fluctuate significantly.

We derive our new systems revenue from the sale of a small number of expensive products to a relatively small number of customers. The list prices on our ion implant and other systems range from \$0.6 million to \$7.5 million. We also sell used equipment in our aftermarket business. At our current sales level, each sale, or failure to make a sale, has a significant effect on us in a particular quarter. In a given quarter, a number of factors can adversely affect our revenue and results, including changes in our product mix, increased fixed expenses per unit due to reductions in the number of products manufactured, and higher fixed costs due to increased levels of research and development and expansion of our worldwide sales and marketing organization. Our financial results also fluctuate based on gross profit realized on sales. A variety of factors may cause gross profit as a percentage of revenue to vary, including the mix and average selling prices of products sold, costs to manufacture and customize systems, warranty costs and impact of changes to inventory reserves. New product introductions may also affect our gross margins. Fluctuations in our financial results may have an adverse effect on the price of our common stock.

Our financial results may fall short of anticipated levels because forecasting revenue and profitability is complex and may be inaccurate.

Management may from time to time provide financial forecasts. These forecasts are based on assumptions, which are believed to be reasonable when made, of fab utilization, shipment timing and system acceptance timing. Any of these assumptions can prove erroneous and the level of revenue recognizable in a particular quarter may vary from the forecast. Our lengthy sales cycle, coupled with customers’ competing capital budget considerations, make the timing of customer orders difficult to predict. In addition, our backlog at the beginning of a quarter typically does not include all orders required to achieve our sales objectives for that quarter and is not a reliable indicator of our future sales. As a result, our revenue and operating results for a quarter depend on our shipping orders as scheduled during that quarter, receiving customer acceptance of previously shipped products, and obtaining new orders for products to be shipped in that same quarter. Any delay in, or cancellation of, scheduled shipments and customer acceptances or in shipments from new orders could materially affect our financial results.

Accounting rules addressing revenue recognition add more complexity in forecasting quarterly revenue and profitability. Orders for our products usually contain multiple delivery elements that result in revenue deferral under generally accepted accounting principles. Due to the foregoing factors, investors should understand that our actual financial results for a quarter may vary significantly from our forecasts of financial performance for that quarter. Failure to meet forecasted financial performance may have an adverse effect on the price of our common stock.

The semiconductor industry is highly cyclical and we expect that demand for our products will regularly increase and decrease, making it difficult to manage the business and potentially causing harm to our sales and profitability.

The semiconductor business is highly cyclical, experiencing upturns when the demand for our products is high and downturns when our customers are not investing in new or expanded fabrication facilities. From time to time, inventory buildups in the semiconductor industry, resulting in part from periodic downturns, produce an oversupply of semiconductors. This can cause a reduced demand for capital equipment such as our products, negatively impacting our sales and level of profitability. Our revenue can vary significantly from one point in the cycle to another, making it difficult to manage the business, both when revenue is increasing and when it is decreasing. In addition, a substantial

portion of our operating expenses do not fluctuate with changes in volume. Significant decreases in revenue can therefore have a disproportionate effect on profitability. In addition, reduced demand for our products and services may require Axcelis to implement cost reduction efforts, including restructuring activities, which may adversely affect Axcelis' ability to capitalize on opportunities that arise in the future due to our highly cyclical industry.

If we fail to compete successfully in the highly competitive semiconductor capital equipment industry, our sales and profitability will decline.

The ion implant segment is highly competitive and includes one company with substantially greater financial, engineering, manufacturing, marketing and customer service and support resources that may better position it to compete successfully, as well as several smaller companies that could provide innovative systems with technology that may have performance advantages. We expect our competitors to continue to improve the design and performance of their existing products and processes and to introduce new products and processes with improved price and performance characteristics. If we are unable to improve or introduce competing products when demanded by the markets, our business will be harmed. Finally, if we must lower prices to remain competitive without commensurate cost of goods savings, our gross margins and profitability will be adversely affected.

We are dependent on sales to a limited number of large customers; the loss of a significant customer or any reduction in orders from them could materially affect our sales.

Historically, we have sold a significant portion of our products and services to a limited number of fabricators of semiconductor products. For example, in 2016, our top ten customers accounted for 70.2% of our net sales, in comparison to 76.8% and 68.1% in 2015 and 2014, respectively. None of our customers has entered into a long-term agreement requiring it to purchase our products. Although the composition of the group comprising our largest customers has varied from year to year, the loss of a significant customer or any reduction or delays in orders from any significant customer will adversely affect us. The ongoing consolidation of semiconductor chip manufacturers may result in the loss of a customer.

Axcelis is subject to the risks of operating internationally and we derive a substantial portion of our revenue from outside the United States, especially from Asia.

We are substantially dependent on sales of our products and services to customers outside the United States. International sales, including export sales from our U.S. manufacturing facilities to non-U.S. customers and sales by our non-U.S. subsidiaries and branches, accounted for 80.0% of total revenue in 2016 in comparison to 84.8% of total revenue in 2015 and 80.0% in 2014. Ion implanter system shipments to Asian customers represented 75.3% of total shipment dollars in 2016 in comparison to 78.9% in 2015 and 78.3% in 2014. We anticipate that international sales will continue to account for a significant portion of our revenue. The potential increasing investment in semiconductor chip manufacturing capability in China is expected to create disruption in our markets, resulting in both risk and opportunity. Because of our dependence upon international sales, our results and prospects may be adversely affected by a number of factors, including:

- unexpected changes in laws or regulations resulting in more burdensome governmental controls, tariffs, restrictions, embargoes or export license requirements;
- volatility in currency exchange rates;
- political and economic instability;
- difficulties in accounts receivable collections;
- extended payment terms beyond those customarily offered in the United States;
- difficulties in managing suppliers, service providers or representatives outside the United States;

- difficulties in staffing and managing foreign subsidiary and branch operations; and
- potential adverse tax consequences.

We may not be able to maintain and expand our business if we are not able to hire, retain and integrate qualified personnel.

Our business depends on our ability to attract and retain qualified, experienced employees. There is substantial competition for experienced engineering, technical, financial, sales and marketing personnel in our industry. In particular, we must attract and retain highly skilled design and process engineers. Competition for such personnel is intense, particularly in the Boston metropolitan area, as well as in other locations around the world. If we are unable to retain our existing key personnel, or attract and retain additional qualified personnel, we may from time to time experience insufficient levels of staffing to fully develop, manufacture and market our products and perform services for our customers. As a result, our growth could be limited or we could fail to meet our delivery commitments or experience deterioration in service levels or decreased customer satisfaction, all of which could adversely affect our financial results.

Our dependence upon suppliers for many components and sub-assemblies could result in increased costs or delays in the manufacture and sale of our products.

We rely to a substantial extent on outside vendors to manufacture many of the components and sub-assemblies of our products. We obtain many of these components and sub-assemblies from a limited group of suppliers. Accordingly, based on situations outside of our control, we may be unable to obtain an adequate supply of required components on a timely basis, on price and other terms acceptable to us, or at all. In addition, we often quote prices to our customers and accept customer orders for our products before purchasing components and sub-assemblies from our suppliers. If our suppliers increase the cost of components or sub-assemblies, we may not have alternative sources of supply and may not be able to raise the price of our products to cover all or part of the increased cost of components, negatively impacting our gross margins.

The manufacture of some of these components and sub-assemblies is an extremely complex process and requires long lead times. As a result, we have in the past, and may in the future, experience delays or shortages. If we are unable to obtain adequate and timely deliveries of our required components or sub-assemblies, we may have to seek alternative sources of supply or manufacture these components internally. This could delay our ability to manufacture or to ship our systems on a timely basis, causing us to lose sales, incur additional costs, delay new product introductions and suffer harm to our reputation.

Moreover, if actual demand for Axcelis' products is different than expected, Axcelis may purchase more or fewer parts than necessary or incur costs for canceling, postponing or expediting delivery of parts. If Axcelis purchases inventory in anticipation of customer demand that does not materialize, or if customers reduce or delay orders, Axcelis may incur excess inventory charges.

We may be unable to obtain needed additional capital to finance our operations.

Our capital requirements may vary widely from quarter to quarter, depending on, among other things, capital expenditures, fluctuations in our operating results, financing activities, acquisitions and investments and inventory and receivables management. We believe that our existing cash and cash equivalents will be sufficient to satisfy our anticipated cash requirements. A number of factors, including those described in these "Risk Factors," could prove our assumptions wrong and cause us to require additional capital from external sources. Depending on market conditions, future debt or equity financings may not be possible on attractive terms or at all. In addition, future debt or equity financings could be dilutive to the existing holders of our common stock.

Our international operations involve currency risk.

Substantially all of our sales are billed in U.S. dollars, thereby reducing the impact of fluctuations in foreign exchange rates on our results. However, the aftermarket revenues of our non-U.S. subsidiaries, and most of the operating expenses of these non-U.S. subsidiaries, are received and incurred in local currencies. The translation of these operating results into U.S. dollars in our Consolidated Statement of Operations can result in other income (expense). Similarly, the translation of asset and liability values to U.S. dollars are recorded in stockholders' equity as an element of accumulated other comprehensive income (loss). Accordingly, fluctuations in exchange rates can impact reported revenues, expense, profitability and asset values in our Consolidated Financial Statements. During the year ended December 31, 2016, approximately 28.4% of our revenue was derived from foreign operations with this inherent risk. In addition, at December 31, 2016, our operations outside of the United States accounted for approximately 20.1% of our total assets, the majority of which was denominated in currencies other than the U.S. dollar.

Axcelis is exposed to risks related to cybersecurity threats and incidents.

In the conduct of its business, Axcelis collects, uses, transmits and stores data on information technology systems. This data includes confidential information belonging to Axcelis or its customers or other business partners, as well as personally-identifiable information of individuals. Axcelis has been and expects to be subject to cybersecurity threats and incidents, ranging from employee error or misuse to individual attempts to gain unauthorized access to information systems to sophisticated and targeted measures known as advanced persistent threats, none of which have been material to the Company to date. Axcelis devotes significant resources to network security, data encryption and other measures to protect its systems and data from unauthorized access or misuse. However, depending on their nature and scope, cybersecurity incidents could result in business disruption; the misappropriation, corruption or loss of confidential information and critical data (Axcelis' and that of third parties); reputational damage; litigation with third parties; diminution in the value of Axcelis' investment in research, development and engineering; data privacy issues; and increased cybersecurity protection and remediation costs.

Our proprietary technology may be vulnerable to efforts by competitors to challenge or design around, potentially reducing our market share.

We rely on a combination of patents, copyrights, trademark and trade secret laws, non-disclosure agreements and other intellectual property protection methods to protect our proprietary technology. Despite our efforts to protect our intellectual property, our competitors may be able to challenge, design around or legitimately use the proprietary technology embedded in our systems or other technology or information used in our business. If this occurs, the value of our proprietary technology will be diminished. Our means of protecting our proprietary rights may not be adequate and our patents may not be sufficient to prevent others from using technology that is similar to or the same as our technology. Patents issued to us have been, or might be challenged, and might be invalidated or circumvented and any rights granted under our patents may not provide adequate protection to us. Our competitors may independently develop similar technology, duplicate features of our products or design around patents that may be issued to us. As a result of these threats to our proprietary technology, we may have to resort to costly litigation to enforce or defend our intellectual property rights. Finally, all patents expire after a period of time (in the U.S., patents expire 20 years from the date of filing of the patent application). Our market share could be negatively impacted by the expiration of a patent which had created a barrier for our competitors.

Axcelis also has agreements with third parties for licensing of patented or proprietary technology with Axcelis as the licensor or the licensee. Termination of license agreements or claims of infringement with respect to such technology could have an adverse impact on our financial performance or ability to ship products with existing configurations.

We (or customers that we indemnify) might face intellectual property infringement claims or patent disputes that may be costly to resolve and, if resolved against us, could be very costly to us and prevent us from making and selling our systems.

From time to time, claims and proceedings have been or may be asserted against us relative to patent validity or infringement matters. We typically agree to indemnify our customers from liability to third parties for intellectual property infringement arising from the use of our products in their intended manner. Therefore, we occasionally receive notification from customers who believe that we owe them indemnification or other obligations related to infringement claims made against the customers by third parties. Our involvement in any patent dispute or other intellectual property dispute or action to protect trade secrets, even if the claims are without merit, could be very expensive and could divert the attention of our management. Adverse determinations in any litigation could subject us to significant liabilities to third parties, require us to remove certain features from our products or seek costly licenses from third parties or prevent us from manufacturing and selling our systems. In addition, infringement indemnification clauses in system sale agreements may require us to take other actions or require us to provide certain remedies to customers who are exposed to indemnified liabilities. Any of these situations could have a material adverse effect on our business results.

If operations were disrupted at Axcelis' primary manufacturing facility, it would have a negative impact on our business.

We have one primary manufacturing facility located in Massachusetts. Its operations could be subject to disruption for a variety of reasons, including, but not limited to natural disasters, work stoppages, operational facility constraints and terrorism. Such disruption could cause delays in shipments of products to our customers and could result in cancellation of orders or loss of customers, which could seriously harm our business.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

We lease our principal facility in Beverly, Massachusetts, which comprises 417,000 square feet. The facility is principally used for manufacturing, research and development, sales/marketing, customer support, advanced process development, product demonstration, customer-training center and corporate headquarters. We believe that our manufacturing facilities and equipment generally are well maintained, in good operating condition, suitable for our purposes, and adequate for our present operations.

We own 23 acres of undeveloped property in Beverly, Massachusetts, adjacent to our headquarters.

As of December 31, 2016, the Company also leased 41 other properties, of which 11 are located in the United States and the remainder are located in Asia and Europe, including offices in Taiwan, Singapore, South Korea, China, Malaysia, Japan, Italy and Germany. These properties are used for sales and service offices and warehousing.

Our Beverly, Massachusetts facility is ISO 9001:2008 and ISO 14001:2004 and our European office is ISO 9001:2008 certified.

Item 3. Legal Proceedings.

The Company is not presently a party to any litigation that it believes might have a material adverse effect on its business operations. The Company is, from time to time, a party to litigation that arises in the normal course of its business operations.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Our common stock trades on the Nasdaq Global Select Market under the symbol ACLS. The following table sets forth the high and low closing sale prices as reported on the Nasdaq Global Select Market during each of the quarters for the two most recent years, as adjusted for our 1-4 reverse stock split as discussed in Note 4. As of March 6, 2017, we had approximately 4,000 stockholders of record. We have never paid any cash dividends to our shareholders and do not anticipate paying cash dividends in the foreseeable future.

	Common Stock Price	
	High	Low
<i>2015</i>		
First Quarter	\$ 11.52	\$ 9.40
Second Quarter	\$ 12.96	\$ 9.96
Third Quarter	\$ 13.64	\$ 9.56
Fourth Quarter	\$ 12.24	\$ 9.36
<i>2016</i>		
First Quarter	\$ 11.40	\$ 8.96
Second Quarter	\$ 11.88	\$ 9.16
Third Quarter	\$ 13.43	\$ 9.91
Fourth Quarter	\$ 14.55	\$ 11.20

Item 6. Selected Financial Data.

The following selected consolidated statements of operations data for each of the three years ended December 31, 2016, 2015 and 2014 and the consolidated balance sheets data as of December 31, 2016 and 2015 have been derived from the audited consolidated financial statements contained in Item 15 of Part IV of this Form 10-K. The selected consolidated balance sheets data as of December 31, 2014 and 2013, and the statements of operations data for the years ended December 31, 2013 and 2012, have been derived from the audited financial statements contained in our Form 10-K filed on March 4, 2015. The consolidated balance sheets data as of December 31, 2012 has been derived from the audited financial statements contained in our Form 10-K filed on March 1, 2013.

The historical financial information set forth below may not be indicative of our future performance and should be read together with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and

our historical consolidated financial statements and notes to those statements included in Item 7 of Part II and Item 15 of Part IV, respectively, of this Form 10-K.

	Year ended December 31,				
	2016	2015	2014	2013	2012
(In thousands, except per share amounts)					
Consolidated statements of operations data:					
Revenue	\$ 266,980	\$ 301,495	\$ 203,051	\$ 195,632	\$ 203,385
Gross profit	99,598	101,706	70,164	67,935	58,171
Income (loss) from operations	16,623	20,718	(10,661)	(14,618)	(30,938)
Income (loss) before income taxes	11,024	15,205	(10,167)	(16,104)	(32,388)
Net income (loss)	11,001	14,678	(11,266)	(17,144)	(34,034)
Net income (loss) per share:					
Basic	\$ 0.38	\$ 0.51	\$ (0.40)	\$ (0.63)	\$ (1.26)
Diluted	\$ 0.36	\$ 0.49	\$ (0.40)	\$ (0.63)	\$ (1.26)
Shares used in computing basic and diluted per share amounts:					
Basic	29,195	28,595	27,863	27,217	26,905
Diluted	30,947	30,229	27,863	27,217	26,905
Consolidated balance sheets data:					
Cash and cash equivalents	\$ 70,791	\$ 78,889	\$ 30,753	\$ 46,290	\$ 44,986
Working capital	192,998	185,589 *	126,541 *	142,952 *	138,947 *
Total assets	302,231	281,784 *	221,158 *	227,053 *	215,662 *
Long-term liabilities	53,045	53,652	7,204	22,087	6,300
Stockholders' equity	201,455	183,764 *	161,856 *	169,506 *	179,580 *

* As adjusted for correction of prior period error. Please see Note 3 for further discussion.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Certain statements in "Management's Discussion and Analysis of Financial Condition and Results of Operations" are forward-looking statements that involve risks and uncertainties. Words such as may, will, should, would, anticipates, expects, intends, plans, believes, seeks, estimates and similar expressions identify such forward-looking statements. The forward-looking statements contained herein are based on current expectations and entail various risks and uncertainties that could cause actual results to differ materially from those expressed in such forward-looking statements. Factors that might cause such a difference include, among other things, those set forth under "Liquidity and Capital Resources" and "Risk Factors" and others discussed elsewhere in this Form 10-K. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis only as of the date hereof. We assume no obligation to update these forward-looking statements to reflect actual results or changes in factors or assumptions affecting forward-looking statements, except as may be required by law.

Overview

The semiconductor capital equipment industry is subject to significant cyclical swings in capital spending by semiconductor chip manufacturers. Capital spending is influenced by demand for semiconductors and the products using them, the utilization rate and capacity of existing semiconductor chip manufacturing facilities and changes in semiconductor technology, all of which are outside of our control. As a result, our revenue may fluctuate from year to year and period to period. Our established cost structure does not vary significantly with changes in volume. We may also experience fluctuations in operating results and cash flows depending on our revenue level.

2016 was a challenging year for the Company. Our 2016 revenues of \$267.0 million were below our 2015 revenues due to lower purchasing from key memory customers, particularly in DRAM. Despite this, Axcelis made progress towards our long-term strategic goal of regaining a position of market share leadership in the ion implant semiconductor capital equipment market.

In 2016 we continued to invest a significant portion of our resources in research and development programs related to our Purion ion implantation platform. During the year, our customer base for Purion ion implanters expanded significantly, and we successfully introduced several new extensions to our core Purion systems, such as the hot silicon carbide Purion M, the Purion EXE and Purion VXE. We placed Purion ion implanters with seven new customers, as well as within seven new fabs owned by existing customers. We expect customer adoption and demand for our Purion products to continue to grow.

In addition, we continued to improve our gross margin performance in 2016. The Company's gross margins for 2016 were 37.3%, up from 33.7% in 2015. We also worked hard to ensure that manufacturing and operating expense levels remain well aligned to business conditions. We believe that the most fundamental interest of our stockholders is in consistent, profitable, financial performance and we expect to deliver such results in 2017.

Consolidation and partnering within the semiconductor chip manufacturing industry has resulted in a smaller number of customers. Our net revenue from our ten largest customers accounted for 70.2% of total revenue for the year ended December 31, 2016 compared to 76.8% and 68.1% of revenue for the years ended December 31, 2015 and 2014, respectively. For the year ended December 31, 2016, the Company had one customer representing 17.0% of total revenue.

Critical Accounting Estimates

Management's discussion and analysis of our financial condition and results of operations are based upon Axcelis' consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates and assumptions. Management's estimates are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and

liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

We believe the following accounting policies are critical in the portrayal of our financial condition and results of operations and require management's most significant judgments and estimates in the preparation of our consolidated financial statements. For additional accounting policies see Note 2 to the consolidated financial statements for the year ended December 31, 2016 included in this Annual Report on Form 10-K.

Revenue Recognition

Our revenue recognition policy involves significant judgment by management. As described below, we consider a broad array of facts and circumstances in determining when to recognize revenue, including contractual service obligations to the customer, the complexity of the customer's post-delivery acceptance provisions, payment history, customer creditworthiness and the installation process.

Our system sales transactions are made up of multiple elements, including the system itself and elements that are not delivered simultaneously with the system. These undelivered elements might include a combination of installation services, extended warranty and support and spare parts, all of which are generally covered by a single sales price.

Our system revenue arrangements with multiple elements are divided into separate units of accounting if specified criteria are met, including whether the delivered element has stand-alone value to the customer. If the criteria are met, then the consideration received is allocated among the separate units based on their relative selling price, and the revenue is recognized separately for each of the separate units.

We determine selling price for each unit of accounting (element) using vendor specific objective evidence ("VSOE") or third-party evidence ("TPE"), if they exist, otherwise, we use best estimated selling price ("BESP"). We generally expect that we will not be able to establish TPE due to the nature of our products, and, as such, we typically will determine selling price using VSOE or BESP.

Where required, we determine BESP for an individual element based on consideration of both market and Company-specific factors, including the selling price and profit margin for similar products, the cost to produce the deliverable and the anticipated margin on that deliverable and the characteristics of the markets in which the deliverable is sold.

Systems are not sold separately and VSOE or TPE is not available for the systems element. Therefore the selling price associated with systems is based on BESP. The allocated value for installation in the arrangement includes the either (i) the relative selling price of the installation or (ii) the portion of the sales price that will not be received until the installation is completed (the "retention"). The selling price of elements such as extended warranty for support, spare parts and support labor is also based on BESP. For the majority of regions, the selling price of installation is based upon the fair value of the service performed, including labor, which is based upon the estimated time to complete the installation at hourly rates, and material components, both of which are sold separately, or VSOE. In regions where VSOE does not exist the Company uses BESP.

Product revenue for products which have demonstrated market acceptance is generally recognized upon shipment provided title and risk of loss has passed to the customer, evidence of an arrangement exists, prices are contractually fixed or determinable, collection is reasonably assured through historical collection results and regular credit evaluations and there are no uncertainties regarding customer acceptance. Revenue from installation services is recognized at the time acceptance has occurred, as defined in the sales documentation, or, for certain customers, when both the acceptance has occurred and retention payment has been received. Revenue for other elements is recognized at the time products are shipped or the related services are performed.

We generally recognize product revenue for systems which have demonstrated market acceptance at the time of shipment because the customer's post-delivery acceptance provisions and installation process have been established to be

routine, commercially inconsequential and perfunctory. We believe the risk of failure to complete a system installation is remote.

For initial shipments of systems with new technologies or in the small number of instances where we are unsure of meeting the customer's specifications or obtaining customer acceptance upon shipment of the system, we will defer the recognition of systems revenue and related costs until written customer acceptance of the system is obtained. This deferral period is generally within twelve months of shipment.

Impairment of Long-Lived Assets

We record impairment losses on long-lived assets when events and circumstances indicate that these assets might not be recoverable. Recoverability is measured by a comparison of the assets' carrying amount to their expected future undiscounted net cash flows. If such assets are considered to be impaired, the impairment is measured based on the amount by which the carrying value exceeds its fair value.

Actual performance could be materially different from our current forecasts, which could impact estimates of undiscounted cash flows and may result in the impairment of the carrying amount of the long-lived assets in the future. This could be caused by strategic decisions made in response to economic and competitive conditions, the impact of the economic environment on our customer base or a material adverse change in our relationships with significant customers.

We did not record an impairment charge in the years ended December 31, 2016, 2015 or 2014.

Accounts Receivable—Allowance for Doubtful Accounts

We record an allowance for doubtful accounts for estimated losses resulting from the inability of our customers to make required payments. Our allowance for doubtful accounts is established based on a specific assessment of collectability of our customer accounts. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be necessary.

Inventory—Allowance for Excess and Obsolescence and Lower of Cost or Market

We record an allowance for estimated excess and obsolete inventory and lower of cost or market. The allowance is determined using management's assumptions of materials usage, based on estimates of forecasted and historical demand and market conditions. If actual market conditions become less favorable than those projected by management, additional inventory write-downs may be required.

Although we make every effort to ensure the accuracy of our forecasts or product demand and pricing assumptions, any significant unanticipated changes in demand, pricing, or technical developments would significantly impact the value of our inventory and our reported operating results. In the future, if we determine that inventory needs to be written down, the Company will recognize such costs in our cost of revenue at the time of such determination. If we subsequently sell product that has previously been written down, our gross margin in that period will be favorably impacted.

Product Warranty

We generally offer a one year warranty for all of our systems, the terms and conditions of which vary depending upon the product sold. For all systems sold, we accrue a liability for the estimated cost of standard warranty at the time of system shipment and defer the portion of systems revenue attributable to the relative fair value of non-standard warranty. Costs for non-standard warranty are expensed as incurred. Factors that affect our warranty liability include the number of installed units, historical and anticipated product failure rates, material usage and service labor costs. We periodically assess the adequacy of our recorded liability and adjust the amount as necessary.

Stock-based compensation expense for stock options with time-based conditions is estimated as of the grant date based on the fair value of the award and is recognized as expense over the requisite service period, which generally equals the vesting period, based on the number of awards that are expected to vest. Estimating the fair value for stock options requires judgment, including the expected term of our stock options, volatility of our stock, expected dividends, risk-free interest rates over the expected term of the options and the expected forfeiture rate.

We considered a number of factors when estimating volatility. Our method of estimating expected volatility for all stock options granted relies on a combination of historical and implied volatility. We believe that this blended volatility results in a more accurate estimate of the grant-date fair value of employee stock options because it more appropriately reflects the market's current expectations of future volatility.

In limited circumstances, we also issue stock option grants with vesting based on performance or market conditions, such as the price of our common stock, or, a combination of time, performance or market conditions. The fair values and derived service periods for all grants that have vesting based on performance or market conditions are estimated using the Monte Carlo valuation method. For each stock option grant with vesting based on a combination of time or market conditions, where vesting will occur if either condition is met, the related compensation costs are recognized over the shorter of the explicit service period or the derived service period.

We use the straight-line attribution method to recognize expense for stock-based awards such that the expense associated with awards is evenly recognized throughout the period.

The amount of stock-based compensation recognized is based on the value of the portion of the awards that are ultimately expected to vest. We estimate forfeitures at the time of grant and revise them, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The term "forfeitures" is distinct from "cancellations" or "expirations" and represents only the unvested portion of the surrendered stock-based award.

The benefits of tax deductions in excess of recognized compensation cost is reported as a financing cash flow, rather than as an operating cash flow. Because the Company does not recognize the benefit of tax deductions in excess of recognized compensation cost due to its cumulative net operating loss position, this had no impact on the Company's consolidated statement of cash flows for the years ended December 31, 2016, 2015 and 2014.

Income Taxes

We record income taxes using the asset and liability method. Deferred income tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax basis, and net operating loss and tax credit carryforwards.

Our consolidated financial statements contain certain deferred tax assets which have arisen primarily as a result of operating losses, as well as other temporary differences between financial and income tax accounting.

We establish a valuation allowance when it is more likely than not that some portion or all of the deferred tax assets will not be realized. Significant management judgment is required in determining our provision for income taxes, the deferred tax assets and liabilities and any valuation allowance recorded against those net deferred tax assets.

We evaluate the weight of all available evidence such as historical losses, projected future taxable income and the expected timing of the reversals of existing temporary differences to determine whether it is more likely than not that some portion or all of the net deferred income tax assets will not be realized.

Based on our level of deferred tax assets as of December 31, 2016 and our level of historical U.S. losses, we have determined that the current uncertainty regarding the realization of these assets is sufficient to warrant the need for a full valuation allowance against our U.S. net deferred tax assets. We have also determined that a valuation allowance is required on a portion of our foreign deferred tax assets.

Our income tax expense includes the largest amount of tax benefit for an uncertain tax position that is more likely than not to be sustained upon audit based on the technical merits of the tax position. Settlements with tax authorities, the expiration of statutes of limitations for particular tax positions, or obtaining new information on particular tax positions may cause a change to the effective tax rate. The Company recognizes accrued interest related to unrecognized tax benefits as interest expense and penalties as operating expense.

Results of Operations

The following table sets forth our results of operations as a percentage of total revenue:

	Year ended December 31,		
	2016	2015	2014
Revenue:			
Product	91.5 %	92.5 %	88.3 %
Services	8.5	7.5	11.7
Total revenue	100	100	100
Cost of revenue:			
Product	55.8	60.1	55.8
Services	6.9	6.2	9.7
Total cost of revenue	62.7	66.3	65.5
Gross profit	37.3	33.7	34.5
Operating expenses:			
Research and development	12.9	10.8	16.5
Sales and marketing	8.9	7.7	10.2
General and administrative	9.2	8.3	11.8
Restructuring charges	0.1	—	1.3
Total operating expenses	31.1	26.8	39.8
Income (loss) from operations	6.2	6.9	(5.3)
Other (expense) income:			
Interest income	0.1	—	—
Interest expense	(1.9)	(1.7)	(0.5)
Other, net	(0.3)	(0.2)	0.8
Total other (expense) income	(2.1)	(1.9)	0.3
Income (loss) before income taxes	4.1	5.0	(5.0)
Income tax provision	0.0	0.1	0.5
Net income (loss)	4.1 %	4.9 %	(5.5)%

Revenue

The following table sets forth our revenue:

	Year ended December 31,		Period-to-Period Change		Year ended December 31,		Period-to-Period Change	
	2016	2015	\$	%	2015	2014	\$	%
(dollars in thousands)								
Revenue:								
Product	\$244,295	\$278,875	\$(34,580)	(12.4)%	\$278,875	\$179,246	\$99,629	55.6 %
Percentage of revenue	91.5 %	92.5 %			92.5 %	88.3 %		
Services	22,685	22,620	65	0.3 %	22,620	23,805	(1,185)	(5.0)%
Percentage of revenue	8.5 %	7.5 %			7.5 %	11.7 %		
Total revenue	<u>\$266,980</u>	<u>\$301,495</u>	<u>\$(34,515)</u>	<u>(11.4)%</u>	<u>\$301,495</u>	<u>\$203,051</u>	<u>\$98,444</u>	<u>48.5 %</u>

2016 Compared with 2015

Product

Product revenue, which includes new system sales, sales of spare parts, product upgrades and used system sales was \$244.3 million or 91.5% of revenue in 2016, compared with \$278.9 million, or 92.5% of revenue in 2015. The decrease in product revenue in 2016 was primarily driven by a decrease in the number of Purion systems sold due to an unexpected decline in DRAM spending.

Approximately 38.9% of systems revenue in 2016 was from sales of 200mm products and 61.1% was from sales of 300mm products, compared with 13.0% and 87.0% for sales of 200mm products and 300mm products in 2015, respectively. The increase in 200mm system sales is attributed to a resurgence in the mature process technology segment including shipments of both legacy and 200mm Purion systems

A portion of our revenue from system sales is deferred until installation and other services related to future deliverables are performed. The total amount of deferred revenue at December 31, 2016 and 2015 was \$11.0 million and \$8.5 million, respectively. The increase was primarily due to a prepayment of a system sale.

Services

Services revenue, which includes the labor component of maintenance and service contracts and fees for service hours provided by on-site service personnel, was \$22.7 million, or 8.5% of revenue for 2016, compared with \$22.6 million, or 7.5% of revenue for 2015. Although services revenue should increase with the expansion of the installed base of systems, it can fluctuate from period to period based on capacity utilization at customers' manufacturing facilities, which affects the need for equipment service.

2015 Compared with 2014

Product

Product revenue was \$278.9 million or 92.5% of revenue in 2015, compared with \$179.2 million, or 88.3% of revenue in 2014. The increase in product revenue in 2015 was primarily driven by an increase in the number of Purion systems sold.

Approximately 13.0% of systems revenue in 2015 was from sales of 200mm products and 87.0% was from sales of 300mm products, compared with 18.1% and 81.9% for sales of 200mm products and 300mm products in 2014, respectively.

The total amount of deferred revenue at December 31, 2015 and 2014 was \$8.5 million and \$7.2 million, respectively. The increase was mainly due to the increase in systems sales in 2015 and the timing of acceptance of deferred system sales.

Services

Services revenue was \$22.6 million, or 7.5% of revenue for 2015, compared with \$23.8 million, or 11.7% of revenue for 2014.

Revenue Categories used by Management

In addition to the line item revenue categories discussed above, management also uses revenue categorizations which look at revenue by product line (the most significant of which is ion implant) and by aftermarket, as described below.

2016 Compared with 2015

Ion Implant

Revenue from sales of ion implantation products and related service was \$248.9 million, or 93.2% of total revenue in 2016, compared with \$282.6 million, or 93.2%, of total revenue in 2015.

Aftermarket

We refer to the business of selling spare parts, product upgrades, and used systems, combined with the sale of maintenance labor and service contracts and service hours, as the “aftermarket” business. Revenue from our aftermarket business was \$127.7 million in 2016, which decreased slightly compared to \$129.6 million for 2015. Aftermarket revenue generally increases with the expansion of the installed base of systems but can fluctuate from period to period based on capacity utilization at customers’ manufacturing facilities which affects the sale of spare parts and demand for equipment service.

2015 Compared with 2014

Ion Implant

Revenue from sales of ion implantation products and related service was \$282.6 million, or 93.7% of total revenue in 2015, compared with \$183.1 million, or 90.2%, of total revenue in 2014. The increase in ion implant’s share of total revenue for 2015 reflects a continuing reduction in dry strip revenue following the sale of assets relating to the dry strip product line in December 2012. Total revenue in ion implant increased as our market share increased in 2015 due to our Purion products.

Aftermarket

Revenue from our aftermarket business was \$129.6 million in 2015, which increased moderately compared to \$121.4 million for 2014.

Gross Profit / Gross Margin

The following table sets forth our gross profit:

	Year ended December 31,		Period-to-Period Change		Year ended December 31,		Period-to-Period Change	
	2016	2015	\$	%	2015	2014	\$	%
(dollars in thousands)								
Gross Profit:								
Product	\$ 95,288	\$ 97,815	\$(2,527)	(2.6)%	\$ 97,815	\$ 65,961	\$ 31,854	48.3 %
<i>Product gross margin</i>	39.0 %	35.1 %			35.1 %	36.8 %		
Services	4,310	3,891	419	10.8 %	3,891	\$ 4,203	(312)	(7.4)%
<i>Services gross margin</i>	19.0 %	17.2 %			17.2 %	17.7 %		
Total gross profit	\$ 99,598	\$ 101,706	\$(2,108)	(2.1)%	\$ 101,706	\$ 70,164	\$ 31,542	45.0 %
Gross margin	37.3 %	33.7 %			33.7 %	34.5 %		

2016 Compared with 2015

Product

Gross margin from product revenue was 39.0% for the twelve months ended December 31, 2016, compared to 35.1% for the twelve months ended December 31, 2015. The increase in gross margin of 3.9% resulted from improved margins on Purion systems as a result of continued focus on supply chain optimization, value engineering and lean performance, combined with an increased mix of higher margin parts and upgrades.

Services

Gross margin from services revenue was 19.0% for the twelve months ended December 31, 2016, compared to 17.2% for the twelve months ended December 31, 2015. The increase in gross margin is attributable to lower service costs and higher margin service revenues.

2015 Compared with 2014

Product

Gross margin from product revenue was 35.1% for the twelve months ended December 31, 2015, compared to 36.8% for the twelve months ended December 31, 2014. The decrease in gross margin resulted from the net effect of significantly higher systems sales volume of new Purion systems at lower margins and a decreased mix of parts and upgrade revenue, partially offset by sale of previously written down systems.

Services

Gross margin from services revenue was 17.2% for the twelve months ended December 31, 2015, compared to 17.7% for the twelve months ended December 31, 2014. The decrease in gross margin is due to lower volumes and changes in the mix and timing of service contracts.

Operating Expenses

The following table sets forth our operating expenses:

	Year ended December 31,		Period-to-Period Change		Year ended December 31,		Period-to-Period Change	
	2016	2015	\$	%	2015	2014	\$	%
(dollars in thousands)								
Research and development	\$ 34,402	\$ 32,586	\$ 1,816	5.6 %	\$ 32,586	\$ 33,533	\$ (947)	(2.8)%
<i>Percentage of revenue</i>	12.9 %	10.8 %			10.8 %	16.5 %		
Sales and marketing	23,839	23,325	514	2.2 %	23,325	20,713	2,612	12.6 %
<i>Percentage of revenue</i>	8.9 %	7.7 %			7.7 %	10.2 %		
General and administrative	24,452	25,059	(607)	(2.4)%	25,059	23,958	1,101	4.6 %
<i>Percentage of revenue</i>	9.2 %	8.3 %			8.3 %	11.8 %		
Restructuring charges	282	18	264	1,466.7 %	18	2,621	(2,603)	(99.3)%
<i>Percentage of revenue</i>	0.1 %	0.0 %			0.0 %	1.3 %		
Total operating expenses	<u>\$ 82,975</u>	<u>\$ 80,988</u>	<u>\$ 1,987</u>	2.5 %	<u>\$ 80,988</u>	<u>\$ 80,825</u>	<u>\$ 163</u>	0.2 %
<i>Percentage of revenue</i>	31.1 %	26.9 %			26.9 %	39.8 %		

Our operating expenses consist primarily of personnel costs, including salaries, commissions, bonuses, stock-based compensation and related benefits and taxes; project material costs related to the design and development of new products and enhancement of existing products; and professional fees, travel and depreciation expenses. Personnel costs are our largest expense, representing \$47.6 million, or 57.5% of our total operating expenses, for the year ended December 31, 2016; \$47.9 million, or 59.1%, of our total operating expenses for the year ended December 31, 2015; and \$45.3 million, or 57.9%, of our total operating expenses, excluding the restructuring charge of \$2.6 million for the year ended December 31, 2014.

Research and Development

	Year ended December 31,		Period-to-Period Change		Year ended December 31,		Period-to-Period Change	
	2016	2015	\$	%	2015	2014	\$	%
(dollars in thousands)								
Research and development	\$34,402	\$32,586	\$ 1,816	5.6 %	\$32,586	\$33,533	(947)	(2.8)%
<i>Percentage of revenue</i>	12.9 %	10.8 %			10.8 %	16.5 %		

Our ability to remain competitive depends largely on continuously developing innovative technology, with new and enhanced features and systems and introducing them at competitive prices on a timely basis. Accordingly, based on our strategic plan, we establish annual R&D budgets to fund programs that we expect will drive competitive advantages.

2016 Compared with 2015

Research and development expense was \$34.4 million in 2016, an increase of approximately \$1.8 million, or 5.6%, compared with \$32.6 million in 2015. The increase was primarily due to increased headcount and outside services to support product enhancements of our Purion platform partially offset by lower variable incentive plan expense.

2015 Compared with 2014

Research and development expense was \$32.6 million in 2015, a decrease of approximately \$0.9 million, or 2.8%, compared with \$33.5 million in 2014. The decrease was primarily due to lower personnel costs driven by reduced headcount from a reduction in force in 2014 and a spike in labor and material costs in the prior year related to the rollout of our Purion platform. This was partially offset by higher variable incentive plan expense in 2015.

Sales and Marketing

	Year ended December 31,		Period-to-Period Change		Year ended December 31,		Period-to-Period Change	
	2016	2015	\$	%	2015	2014	\$	%
	(dollars in thousands)							
Sales and marketing	\$23,839	\$23,325	\$ 514	2.2 %	\$23,325	\$20,713	\$2,612	12.6 %
Percentage of revenue	8.9 %	7.7 %			7.7 %	10.2 %		

Our sales and marketing expenses result primarily from the sale of our equipment and services through our direct sales force.

2016 Compared with 2015

Sales and marketing expense was \$23.8 million in 2016, an increase of \$0.5 million, or 2.2%, compared with \$23.3 million in 2015. The increase was primarily due to an increase in new tool evaluation costs.

2015 Compared with 2014

Sales and marketing expense was \$23.3 million in 2015, an increase of \$2.6 million, or 12.6%, compared with \$20.7 million in 2014. The increase was primarily due to variable incentive plan expense and other compensation expense as well as higher new tool evaluation costs.

General and Administrative

	Year ended December 31,		Period-to-Period Change		Year ended December 31,		Period-to-Period Change	
	2016	2015	\$	%	2015	2014	\$	%
	(dollars in thousands)							
General and administrative	\$ 24,452	\$ 25,059	\$ (607)	(2.4)%	\$ 25,059	\$ 23,958	1,101	4.6 %
Percentage of revenue	9.2 %	8.3 %			8.3 %	11.8 %		

Our general and administrative expenses result primarily from the costs associated with our executive, finance, information technology, legal and human resource functions.

2016 Compared with 2015

General and administrative expense was \$24.5 million in 2016, a decrease of \$0.6 million, or 2.4% compared with \$25.1 million in 2015. The decrease was primarily due to a reduction in personnel costs driven by a decrease in variable incentive plan expense.

2015 Compared with 2014

General and administrative expense was \$25.1 million in 2015, an increase of \$1.1 million, or 4.6% compared with \$24.0 million in 2014. The increase was primarily due to variable incentive plan expense.

Restructuring

The Company from time to time incurs expenses relating to restructuring.

2016 Compared with 2015

During the year ended December 31, 2016 we recorded \$0.3 million to restructuring expense due to a consolidation in our customer base. During the year ended December 31, 2015, we recorded an immaterial charge to restructuring expense.

2015 Compared with 2014

During the year ended December 31, 2015 we recorded an immaterial charge to restructuring expense. During the year ended December 31, 2014 we recorded \$2.6 million in restructuring expense for severance and other related costs.

Other (Expense) Income

Other (expense) income consists primarily of interest relating to the lease obligation we incurred in connection with the 2015 sale of our headquarters facility (“sale leaseback”) and other financing obligations, foreign exchange gains and losses attributable to fluctuations of the U.S. dollar against the local currencies of certain of the countries in which we operate, as well as interest earned on our invested cash balances.

2016 Compared with 2015

Other expense for the years ended December 31, 2016 and 2015 was \$5.5 million and includes interest related to our sale leaseback obligation of \$5.1 million and \$4.8 million, respectively.

2015 Compared with 2014

Other expense for the year ended December 31, 2015 of \$5.5 million consists primarily of \$4.8 million of interest related to our sale leaseback obligation. Other income for the year ended December 31, 2014 of \$0.5 million consists primarily of foreign exchange gain of \$1.8 million offset partially by interest expense of \$1.1 million associated with the business loan agreement with Northern Bank & Trust Company (“Term Loan”).

Income Taxes

Income tax expense was less than \$0.1 million, \$0.5 million and \$1.1 million for the year ended December 31, 2016, 2015 and 2014, respectively. Our income tax expense is primarily due to operating results of foreign entities in jurisdictions in Europe and Asia, where we earn taxable income. We have significant net operating loss carryforwards in the United States and certain European jurisdictions, and, as a result, we do not currently pay significant income taxes in those jurisdictions. Additionally, we do not recognize the tax benefit for such losses in the United States and certain European taxing jurisdictions until it is determinable that there will be sufficient income such that the tax benefits can be recognized.

Liquidity and Capital Resources

Our liquidity is affected by many factors. Some of these relate specifically to the operations of our business, for example, our sales and other factors relate to the uncertainties of global economies, including the availability of credit and the condition of the overall semiconductor capital equipment industry. Our established cost structure does not vary significantly with changes in volume. We experience fluctuations in operating results and cash flows depending on fluctuations in our revenue level.

In 2016, \$8.8 million of cash was used to support operating activities. This compares to \$18.3 million of cash provided by operating activities in 2015. Cash and cash equivalents at December 31, 2016 was \$70.8 million, compared to \$78.9 million at December 31, 2015. Approximately \$16.4 million of cash was located in foreign jurisdictions as of December 31, 2016. In addition to the cash and cash equivalent balance at December 31, 2016, the Company had \$6.9 million in restricted cash which relates to a \$5.9 million letter of credit associated with the security deposit for the sale leaseback transaction, a \$0.9 million letter of credit relating to workers’ compensation insurance, and a \$0.1 million deposit relating to customs activity. Working capital at December 31, 2016 was \$193.0 million. At December 31, 2016, the Company had no bank debt.

Capital expenditures were \$2.5 million and \$1.8 million for the years ended December 31, 2016 and 2015, respectively. Total capital expenditures for 2017 are projected to be approximately \$7.5 million. Future capital

expenditures beyond 2017 will depend on a number of factors, including the timing and rate of expansion of our business and our ability to generate cash to fund them.

Cash provided by financing activities was \$2.4 million and \$31.4 million for the years ended December 31, 2016 and 2015, respectively. The \$2.4 million cash provided by financing activities in 2016 was mainly due to the exercise of stock options and proceeds received from the employee stock purchase plan.

The \$31.4 million cash provided by financing activities from the prior year resulted largely from the first quarter 2015 sale of our corporate headquarters building in Beverly, Massachusetts, which provided \$48.9 million of gross proceeds, less \$0.4 million for prepaid rent, for a net amount of \$48.5 million. At the time of this sale, the Company discharged an outstanding term loan of \$14.4 million, with related accrued interest, and paid a pre-payment penalty to Northern Bank and Trust Company for a total payment of \$14.8 million. The Company incurred \$0.8 million of related financing expenses associated with this transaction and entered into a 22-year leaseback of the facility, the financial commitment for which is included in the table of contractual obligations below. The Company also received proceeds of \$4.4 million relating to the exercise of stock options and purchases of Company stock through the Employee Stock Purchase Plan.

We have outstanding letters of credit and surety bonds in the amount of \$9.0 million to support our sale leaseback, workers' compensation insurance program and certain value added tax claims in Europe.

The following represents our commercial commitments as of December 31, 2016 (in thousands):

Other Commercial Commitments	Total	Amount of Commitment Expiration by Period	
		2017	2018-2019
Surety bonds	\$ 2,172	\$ 520	\$ 1,652
Standby letters of credit	6,862	6,800	62
Total	\$ 9,034	\$ 7,320	\$ 1,714

The following represents our contractual obligations as of December 31, 2016 (in thousands):

Contractual Obligations	Total	Payments Due by Period			
		2017	2018-2019	2020-2021	2022 - Beyond
Sale leaseback obligation	\$ 125,945	\$ 5,315	\$ 11,064	\$ 11,567	\$ 97,999
Purchase order commitments	43,867	42,973	63	178	653
Operating leases	5,228	2,581	2,094	553	—
Total	\$ 175,040	\$ 50,869	\$ 13,221	\$ 12,298	\$ 98,652

We have no off-balance sheet arrangements at December 31, 2016, exclusive of operating leases.

We have net operating loss and tax credit carryforwards, the tax effect of which aggregate \$115.6 million at December 31, 2016. These carryforwards, which expire principally between 2017 and 2034, are available to reduce future income tax liabilities in the United States and certain foreign jurisdictions.

It is Company policy to provide taxes for the total anticipated tax impact of the undistributed earnings of our wholly-owned foreign subsidiaries, as such earnings are not expected to be reinvested indefinitely. The Company anticipates that U.S. tax resulting from remitting such earnings will be off-set by net operating loss or credit carryforwards to the extent available. In addition, the Company does not anticipate incurring a foreign withholding tax on remitting such earnings since it does not intend to remit the earnings as dividends.

We believe that based on our current market, revenue, expense and cash flow forecasts, our existing cash, cash equivalents and borrowing capacity will be sufficient to satisfy our anticipated cash requirements for the short and

long-term. We currently have no credit facility but management believes we would be able to borrow on reasonable terms if needed.

Related-Party Transactions

There are no significant related-party transactions that require disclosure in the consolidated financial statements for the year ended December 31, 2016, or in this Annual Report on Form 10-K.

Recent Accounting Pronouncements

A discussion of recent accounting pronouncements, the impact of some of which may be material, is included in Note 2 to the consolidated financial statements for the year ended December 31, 2016 included in this Annual Report on Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk.

Interest Rate Sensitivity

Our exposure to market risk for changes in interest rates relates primarily to our investment portfolio, which consists entirely of cash equivalents at December 31, 2016. The primary objective of our investment activities is to preserve principal while maximizing yields without significantly increasing risk. This is accomplished by investing in marketable high investment grade securities. We do not use derivative financial instruments in managing our investment portfolio. Due to the nature of our investments, we do not expect our operating results or cash flows to be affected to any significant degree by any change in market interest rates.

Foreign Currency Exchange Risk

Substantially all of our sales are billed in U.S. dollars, thereby reducing the impact of fluctuations in foreign exchange rates on our results. Operating margins of certain foreign operations can fluctuate with changes in foreign exchange rates to the extent revenue is billed in U.S. dollars and operating expenses are incurred in the local currency. During the years ended December 31, 2016 and 2015, approximately 28.4% and 24.7% of our revenue were derived from foreign operations with this inherent risk. In addition, at both December 31, 2016 and 2015, our operations outside of the United States accounted for approximately 20.1% and 20.7% of our total assets, respectively, the majority of which was denominated in currencies other than the U.S. dollar. We do not use derivative financial instruments in managing our foreign currency exchange risk.

Item 8. Financial Statements and Supplementary Data.

Response to this Item is submitted as a separate section of this report immediately following Item 15.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures.

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as of the end of the period covered by this annual report (the "Evaluation Date"). Based on this evaluation, our principal executive officer and principal financial officer concluded that, as of the Evaluation Date, these disclosure controls and procedures are effective.

Management's Annual Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act. Because of its inherent limitations, internal control over financial reporting may not prevent or detect all misstatements. A control system, no matter how well designed and operated, can provide only reasonable assurance with respect to financial statement preparation and presentation. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2016. In making this assessment, management used the criteria set forth in the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control—2013 Integrated Framework.

Based on this assessment, management has concluded that, as of December 31, 2016, our internal control over financial reporting is effective based on those criteria.

The independent registered public accounting firm of Ernst & Young LLP, as auditors of our consolidated financial statements, has issued an attestation report on its assessment of our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of Axcelis Technologies, Inc.

We have audited Axcelis Technologies, Inc.'s internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Axcelis Technologies, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Axcelis Technologies, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Axcelis Technologies, Inc. as of December 31, 2016 and 2015, and the related consolidated statements of operations, comprehensive income, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2016 of Axcelis Technologies, Inc. and our report dated March 14, 2017 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP
Boston, Massachusetts
March 14, 2017

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) identified in connection with the evaluation of our internal control that occurred during our fourth quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

A portion of the information required by Item 10 of Form 10-K is incorporated by reference from the information responsive thereto contained in the sections in Axcelis Proxy Statement for the Annual Meeting of Stockholders to be held May 16, 2017 (the “Proxy Statement”) captioned:

- “Proposal 1: Election of Directors,”
- “Board of Directors,”
- “Board Committees,” and
- “Corporate Governance,”

The remainder of such information is set forth under the heading “Executive Officers of the Registrant” at the end of Item 1 in Part I of this report and is incorporated herein by reference.

Item 11. Executive Compensation.

The information required by Item 11 of Form 10-K is incorporated by reference from the information responsive thereto contained in the sections in the Proxy Statement captioned:

- “Executive Compensation,” and
- “Board Committees—Compensation Committee Interlocks and Insider Participation.”

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by Item 12 of Form 10-K is incorporated by reference from the information responsive thereto contained in the sections in the Proxy Statement captioned:

- “Share Ownership of 5% Stockholders,” and
- “Share Ownership of Directors and Executive Officers,”

Item 13. Certain Relationships and Related Transactions and Director Independence.

The information required by Item 13 of Form 10-K is incorporated by reference from the information responsive thereto contained in the sections in the Proxy Statement captioned:

- “Executive Compensation,”
- “Board of Directors,” and
- “Corporate Governance—Certain Relationships and Related Transactions.”

Item 14. Principal Accounting Fees and Services

The information required by Item 14 of Form 10-K is incorporated by reference from the information responsive thereto contained in the section captioned “Proposal 2: Ratification of the Appointment of our Independent Registered Public Accounting Firm” in the Proxy Statement.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) The following documents are filed as part of this Report:

1) Financial Statements:

<u>Report of Independent Registered Public Accounting Firm</u>	36
<u>Consolidated Statements of Operations—For the years ended December 31, 2016, 2015 and 2014</u>	37
<u>Consolidated Statements of Comprehensive Income (Loss)—For the years ended December 31, 2016, 2015 and 2014</u>	38
<u>Consolidated Balance Sheets—December 31, 2016 and 2015</u>	39
<u>Consolidated Statements of Stockholders' Equity—For the years ended December 31, 2016, 2015 and 2014</u>	40
<u>Consolidated Statements of Cash Flows—For the years ended December 31, 2016, 2015 and 2014</u>	41
<u>Notes to Consolidated Financial Statements</u>	42

2) Financial Statement Schedules:

Schedule II—Valuation and Qualifying Accounts for the years ended December 31, 2016, 2015 and 2014.

All other schedules for which provision is made in the applicable regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable, and therefore have been omitted.

3) Exhibits

The exhibits filed as part of this Form 10-K are listed on the Exhibit Index immediately preceding such Exhibits, which Exhibit Index is incorporated herein by reference.

The Board of Directors and Stockholders of Axcelis Technologies, Inc.

We have audited the accompanying consolidated balance sheets of Axcelis Technologies, Inc. as of December 31, 2016 and 2015, and the related consolidated statements of operations, comprehensive income, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2016. Our audits also include the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Axcelis Technologies, Inc. at December 31, 2016 and 2015, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Axcelis Technologies, Inc.'s internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 14, 2017 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP
Boston, Massachusetts
March 14, 2017

Axcelis Technologies, Inc.
Consolidated Statements of Operations
(In thousands, except per share amounts)

	Twelve months ended		
	December 31,		
	2016	2015	2014
Revenue:			
Product	\$ 244,295	\$ 278,875	\$ 179,246
Services	22,685	22,620	23,805
Total revenue	<u>266,980</u>	<u>301,495</u>	<u>203,051</u>
Cost of revenue:			
Product	149,007	181,060	113,285
Services	18,375	18,729	19,602
Total cost of revenue	<u>167,382</u>	<u>199,789</u>	<u>132,887</u>
Gross profit	99,598	101,706	70,164
Operating expenses:			
Research and development	34,402	32,586	33,533
Sales and marketing	23,839	23,325	20,713
General and administrative	24,452	25,059	23,958
Restructuring charges	282	18	2,621
Total operating expenses	<u>82,975</u>	<u>80,988</u>	<u>80,825</u>
Income (loss) from operations	16,623	20,718	(10,661)
Other (expense) income:			
Interest income	238	64	32
Interest expense	(5,073)	(4,976)	(1,069)
Other, net	(764)	(601)	1,531
Total other (expense) income	<u>(5,599)</u>	<u>(5,513)</u>	<u>494</u>
Income (loss) before income taxes	11,024	15,205	(10,167)
Income tax provision	23	527	1,099
Net income (loss)	<u>\$ 11,001</u>	<u>\$ 14,678</u>	<u>\$ (11,266)</u>
Net income (loss) per share:			
Basic	\$ 0.38	\$ 0.51	\$ (0.40)
Diluted	<u>\$ 0.36</u>	<u>\$ 0.49</u>	<u>\$ (0.40)</u>
Shares used in computing net income (loss) per share:			
Basic weighted average common shares	29,195	28,595	27,862
Diluted weighted average common shares	<u>30,947</u>	<u>30,229</u>	<u>27,862</u>

See accompanying Notes to these Consolidated Financial Statements

Axcelis Technologies, Inc.
Consolidated Statements of Comprehensive Income (Loss)
(In thousands)

	Twelve months ended		
	December 31,		
	2016	2015	2014
Net income (loss)	\$ 11,001	\$ 14,678	\$ (11,266)
Other comprehensive (loss):			
Foreign currency translation adjustments	(847)	(2,664)	(4,150)
Amortization of actuarial gains/losses and other adjustments from pension plan	(1)	(43)	(313)
Total other comprehensive (loss)	(848)	(2,707)	(4,463)
Comprehensive income (loss)	<u>\$ 10,153</u>	<u>\$ 11,971</u>	<u>\$ (15,729)</u>

See accompanying Notes to these Consolidated Financial Statements

Axcelis Technologies, Inc.
Consolidated Balance Sheets
(In thousands, except per share amounts)

	December 31, 2016	December 31, 2015
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 70,791	\$ 78,889
Accounts receivable, net	50,573	36,868
Inventories, net	113,853	109,408
Prepaid expenses and other current assets	5,512	4,792
Total current assets	240,729	229,957
Property, plant and equipment, net	30,840	30,031
Long-term restricted cash	6,864	6,936
Other assets	23,798	14,860
Total assets	<u>\$ 302,231</u>	<u>\$ 281,784</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 24,996	\$ 19,849
Accrued compensation	5,142	9,059
Warranty	2,426	3,363
Income taxes	240	143
Deferred revenue	10,335	7,863
Other current liabilities	4,592	4,091
Total current liabilities	47,731	44,368
Sale leaseback obligation	47,586	47,586
Long-term deferred revenue	674	679
Other long-term liabilities	4,785	5,387
Total liabilities	100,776	98,020
Commitments and contingencies (Note 17)		
Stockholders' equity:		
Preferred stock, \$0.001 par value, 30,000 shares authorized; none issued or outstanding	—	—
Common stock, \$0.001 par value, 75,000 shares authorized; 29,518 shares issued and outstanding at December 31, 2016; 29,025 shares issued and 28,995 shares outstanding at December 31, 2015	30	29
Additional paid-in capital	535,408	529,089
Treasury stock, at cost, no shares at December 31, 2016 and 30 shares at December 31, 2015	—	(1,218)
Accumulated deficit	(331,704)	(342,705)
Accumulated other comprehensive loss	(2,279)	(1,431)
Total stockholders' equity	201,455	183,764
Total liabilities and stockholders' equity	<u>\$ 302,231</u>	<u>\$ 281,784</u>

See accompanying Notes to these Consolidated Financial Statements

Axcelis Technologies, Inc.
Consolidated Statements of Stockholders' Equity
(In thousands)

	Common Stock		Additional	Treasury	Accumulated	Accumulated	Total
	Shares	Amount	Paid-in	Stock	Deficit	Other	Stockholders'
			Capital			Comprehensive	Equity
						Income (Loss)	
Balance at December 31, 2013	27,556	\$ 27	\$ 511,075	\$ (1,218)	\$ (346,117)	\$ 5,739	\$ 169,506
Net loss	—	—	—	—	(11,266)	—	(11,266)
Foreign currency translation adjustments	—	—	—	—	—	(4,150)	(4,150)
Change in pension obligation	—	—	—	—	—	(313)	(313)
Exercise of stock options	605	1	2,894	—	—	—	2,895
Issuance of shares under Employee Stock Purchase Plan	50	—	446	—	—	—	446
Issuance of restricted common shares	2	—	(7)	—	—	—	(7)
Stock-based compensation expense	—	—	4,745	—	—	—	4,745
Balance at December 31, 2014	28,213	28	519,153	(1,218)	(357,383)	1,276	161,856
Net income	—	—	—	—	14,678	—	14,678
Foreign currency translation adjustments	—	—	—	—	—	(2,664)	(2,664)
Change in pension obligation	—	—	—	—	—	(43)	(43)
Exercise of stock options	759	1	3,920	—	—	—	3,921
Issuance of shares under Employee Stock Purchase Plan	47	—	441	—	—	—	441
Issuance of restricted common shares	7	—	(7)	—	—	—	(7)
Stock-based compensation expense	—	—	5,582	—	—	—	5,582
Balance at December 31, 2015	29,026	29	529,089	(1,218)	(342,705)	(1,431)	183,764
Net income	—	—	—	—	11,001	—	11,001
Foreign currency translation adjustments	—	—	—	—	—	(847)	(847)
Change in pension obligation	—	—	—	—	—	(1)	(1)
Exercise of stock options	392	1	2,237	—	—	—	2,238
Issuance of shares under Employee Stock Purchase Plan	22	—	325	—	—	—	325
Issuance of restricted common shares	108	—	(11)	—	—	—	(11)
Treasury shares returned to authorized	(30)	—	(1,218)	1,218	—	—	0
Reverse stock split issuance costs	—	—	(145)	—	—	—	(145)
Stock-based compensation expense	—	—	5,131	—	—	—	5,131
Balance at December 31, 2016	29,518	\$ 30	\$ 535,408	\$ —	\$ (331,704)	\$ (2,279)	\$ 201,455

See accompanying Notes to these Consolidated Financial Statements

Axcelis Technologies, Inc.
Consolidated Statements of Cash Flow
(In thousands)

	Twelve months ended December 31,		
	2016	2015	2014
Cash flows from operating activities			
Net income	\$ 11,001	\$ 14,678	\$ (11,266)
Adjustments to reconcile net income to net cash (used in) provided by operating activities:			
Depreciation and amortization	4,258	4,869	4,589
Gain on sale of equipment	(248)	—	—
Deferred taxes	519	779	1,266
Stock-based compensation expense	5,179	5,575	4,812
Provision for doubtful accounts	106	—	—
Provision for excess and obsolete inventory	1,051	1,721	1,817
Changes in operating assets & liabilities:			
Accounts receivable	(14,135)	5,171	(7,069)
Inventories	(6,572)	(15,938)	(12,280)
Prepaid expenses and other current assets	(1,056)	640	(1,384)
Accounts payable and other current liabilities	799	5,997	772
Deferred revenue	2,467	1,360	2,577
Income taxes	102	(46)	(212)
Other assets and liabilities	(12,270)	(6,547)	333
Net cash (used in) provided by operating activities	(8,799)	18,259	(16,045)
Cash flows from investing activities			
Proceeds from sale of equipment	270	—	—
Expenditures for property, plant and equipment	(2,506)	(1,830)	(896)
Net cash used in investing activities	(2,236)	(1,830)	(896)
Cash flows from financing activities			
Decrease in restricted cash	72	(6,111)	—
Financing fees and other expenses	(146)	(847)	(115)
Proceeds from exercise of stock options	2,227	3,921	2,895
Proceeds from Employee Stock Purchase Plan	277	441	446
Principal payments on sale leaseback obligation	—	(392)	—
Proceeds from financing obligations	—	48,940	—
Principal payments on Term Loan	—	(14,530)	(470)
Net cash provided by financing activities	2,430	31,422	2,756
Effect of exchange rate changes on cash and cash equivalents	507	285	(1,352)
Net (decrease) increase in cash and cash equivalents	(8,098)	48,136	(15,537)
Cash and cash equivalents at beginning of period	78,889	30,753	46,290
Cash and cash equivalents at end of period	<u>\$ 70,791</u>	<u>\$ 78,889</u>	<u>\$ 30,753</u>
Supplemental disclosure of cash flow information			
Cash paid for:			
Income taxes	\$ 525	\$ 669	\$ 931
Interest	\$ 4,815	\$ 3,985	\$ 832
Supplemental disclosure of total cash, cash equivalents and restricted cash:			
Cash and cash equivalents at end of period	\$ 70,791	\$ 78,889	\$ 30,753
Restricted cash at end of period	6,864	6,936	825
Total cash, cash equivalents and restricted cash at end of period	<u>\$ 77,655</u>	<u>\$ 85,825</u>	<u>\$ 31,578</u>

See accompanying Notes to these Consolidated Financial Statements

Note 1. Nature of Business

Axcelis Technologies, Inc. (“Axcelis” or the “Company”) was incorporated in Delaware in 1995, and is a worldwide producer of ion implantation and other processing equipment used in the fabrication of semiconductor chips in the United States, Europe and Asia. In addition, the Company provides extensive aftermarket service and support, including spare parts, equipment upgrades, used equipment and maintenance services to the semiconductor industry.

Note 2. Summary of Significant Accounting Policies

The accompanying consolidated financial statements reflect the application of certain significant accounting policies as described in this note and elsewhere in the footnotes.

(a) Basis of Presentation

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned, controlled subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Events occurring subsequent to December 31, 2016 have been evaluated for potential recognition or disclosure in the consolidated financial statements.

(b) Use of Estimates

The preparation of these consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. On an ongoing basis, the Company evaluates its estimates and judgments, including those related to revenue recognition, the realizable value of inventories, valuing stock-based compensation instruments and valuation allowances for deferred tax assets. Actual amounts could differ from these estimates. Changes in estimates are recorded in the period in which they become known.

(c) Foreign Currency

The functional currency for substantially all operations outside the United States is the local currency. Financial statements for these operations are translated into United States dollars at year-end rates as to assets and liabilities and average exchange rates during the year as to revenue and expenses. The resulting translation adjustments are recorded in stockholders’ equity as an element of accumulated other comprehensive income (loss). Foreign currency transaction gains and losses are included in other income (expense) in the Consolidated Statements of Operations.

For the year ended December 31, 2016 the Company had \$0.6 million in foreign exchange losses. For the year ended December 31, 2015 the Company did not have any material foreign exchange gains or losses. For the year ended December 31, 2014, the Company realized \$1.8 million of foreign exchange gains.

(d) Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand and highly liquid investments with original maturities of ninety days or less. Cash equivalents consist primarily of money market securities and certificates of deposit. Cash equivalents are carried on the balance sheet at fair market value.

(e) Inventories

Inventories are carried at lower of cost, determined using the first-in, first-out (“FIFO”) method, or market. The Company periodically reviews its inventories and makes provisions as necessary for estimated obsolescence or damaged goods to ensure values approximate lower of cost or market. The amount of such markdowns is equal to the difference between cost of inventory and the estimated market value based upon assumptions about future demands, selling prices, and market conditions.

The Company records an allowance for estimated excess inventory. The allowance is determined using management’s assumptions of materials usage, based on estimates of demand and market conditions. If actual market conditions become less favorable than those projected by management, additional inventory write-downs may be required.

(f) Property, Plant and Equipment

Property, plant and equipment are stated at cost, less accumulated depreciation and amortization.

Depreciation and amortization are recorded using the straight-line method over the estimated useful lives of the related assets as follows:

Asset Classification	Estimated Useful Life
Land and buildings (under lease)	Lesser of the lease term or estimated useful life of the asset
Machinery and equipment	3 to 10 years

On January 30, 2015, the Company sold its corporate headquarters facility. As part of this sale, the Company also entered into a 22-year lease agreement. The Company accounted for the sale leaseback transaction as a financing arrangement for financial reporting purposes. The Company retained the historical costs of the property and the related accumulated depreciation on its financial books within property, plant and equipment and will continue to depreciate the property for financial reporting purposes over the lesser of its remaining useful life or its initial lease term of 22 years.

Repairs and maintenance costs are expensed as incurred. Expenditures for renewals and betterments are capitalized.

(g) Impairment of Long-Lived Assets

The Company records impairment losses on long-lived assets when events and circumstances indicate that these assets might not be recoverable. Recoverability is measured by a comparison of the assets’ carrying amount to their expected future undiscounted net cash flows. If such assets are considered to be impaired, the impairment is measured based on the amount by which the carrying value exceeds its fair value.

The Company did not have any indicators of impairment during the period ending December 31, 2016. The Company did not record an impairment charge in the years ended December 31, 2016, 2015, or 2014.

Actual performance could be materially different from our current forecasts, which could impact estimates of undiscounted cash flows and may result in the impairment of the carrying amount of the long-lived assets in the future. This could be caused by strategic decisions made in response to economic and competitive conditions, the impact of the economic environment on our customer base, or a material adverse change in the Company’s relationships with significant customers.

(h) Concentration of Risk and Off-Balance Sheet Risk

Financial instruments that potentially subject the Company to concentrations of credit risk are principally cash equivalents and accounts receivable. The Company's cash equivalents are principally maintained in an investment grade money-market fund or certificates of deposit.

The Company has no significant off-balance-sheet risk such as exchange contracts, option contracts or other hedging arrangements.

The Company's exposure to market risk for changes in interest rates relates primarily to cash equivalents. The primary objective of the Company's investment activities is to preserve principal without significantly increasing risk. This is accomplished by investing in marketable high investment grade securities. The Company does not use derivative financial instruments to manage its investment portfolio and does not expect operating results or cash flows to be affected to any significant degree by any change in market interest rates.

The Company performs ongoing credit evaluations of its customers' financial condition and generally requires no collateral to secure accounts receivable. For selected overseas sales, the Company requires customers to obtain letters of credit before product is shipped. The Company maintains an allowance for doubtful accounts based on its assessment of the collectability of accounts receivable. The Company reviews the allowance for doubtful accounts monthly. The Company does not have any off-balance sheet credit exposure related to its customers.

The Company's customers consist of semiconductor chip manufacturers located throughout the world and net sales to its ten largest customers accounted for 70.2%, 76.8% and 68.1% of revenue in 2016, 2015 and 2014, respectively.

For the year ended December 31, 2016, the Company had one customer representing 17.0% of total revenue. For the year ended December 31, 2015, the Company had two customers representing 29.3% and 10.5% of total revenue, respectively. For the year ended December 2014 the Company had two customers representing 17.4% and 12.3% of total revenue, respectively.

As of December 31, 2016, the Company had four customers account for 22.0%, 12.3%, 12.0% and 10.6% of consolidated accounts receivable, respectively. As of December 31, 2015, the Company had three customers account for 22.9%, 12.7% and 11.6% of consolidated accounts receivable, respectively.

Some of the components and sub-assemblies included in the Company's products are obtained either from a sole source or a limited group of suppliers. Disruption to the Company's supply source, resulting either from economic conditions or other factors, could affect its ability to deliver products to its customers.

(i) Revenue Recognition

The Company's revenue recognition policy involves significant judgment by management. The Company considers a broad array of facts and circumstances in determining when to recognize revenue, including contractual obligations to the customer, the complexity of the customer's post-delivery acceptance provisions, payment history, customer creditworthiness and the installation process.

The Company's system sales transactions are made up of multiple elements, including the system itself and elements that are not delivered simultaneously with the system. These undelivered elements might include a combination of installation services, extended warranty and support and spare parts, all of which are covered generally by a single sales price.

The Company's system revenue arrangements with multiple elements are divided into separate units of accounting if specified criteria are met, including whether the delivered element has stand-alone value to the customer. If the criteria are met, then the consideration received is allocated among the separate units based on their relative selling price, and the revenue is recognized separately for each of the separate units.

The Company determines selling price for each unit of accounting (element) using vendor specific objective evidence (VSOE) or third-party evidence (TPE), if they exist, otherwise, the Company uses best estimated selling price (BESP). The Company generally expects that it will not be able to establish TPE due to the nature of its products, and, as such, the Company typically will determine selling price using VSOE or BESP.

Where required, the Company determines BESP for an individual element based on consideration of both market and Company-specific factors, including the selling price and profit margin for similar products, the cost to produce the deliverable and the anticipated margin on that deliverable and the characteristics of the markets in which the deliverable is sold.

Systems are not sold separately and VSOE or TPE is not available for the systems element. Therefore the selling price associated with systems is based on BESP. The allocated value for installation in the arrangement includes either (i) the relative selling price of the installation or (ii) the portion of the sales price that will not be received until the installation is completed (the "retention"). The selling price of elements such as extended warranty for support, spare parts and support labor is also based on BESP. For the majority of regions, the selling price of installation is based upon the fair value of the service performed, including labor, which is based upon the estimated time to complete the installation at hourly rates, and material components, both of which are sold separately, or VSOE. In regions where VSOE does not exist the Company uses BESP.

Product revenue for products which have demonstrated market acceptance, is generally recognized upon shipment provided title and risk of loss has passed to the customer, evidence of an arrangement exists, prices are contractually fixed or determinable, collectability is reasonably assured through historical collection results and regular credit evaluations, and there are no uncertainties regarding customer acceptance. Revenue from installation services is recognized at the time acceptance has occurred, as defined in the sales documentation or, for certain customers, when both acceptance has occurred and retention payment has been received. Revenue for other elements is recognized at the time products are shipped or the related services are performed.

The Company generally recognizes revenue for systems which have demonstrated market acceptance at the time of shipment because the customer's post-delivery acceptance provisions and installation process have been established to be routine, commercially inconsequential and perfunctory. The Company believes the risk of failure to complete a system installation is remote.

For initial shipments of systems with new technologies or in the small number of instances where the Company is unsure of meeting the customer's specifications or obtaining customer acceptance upon shipment of the system, it will defer the recognition of systems revenue and related costs until written customer acceptance of the system is obtained. This deferral period is generally within twelve months of shipment.

Revenue related to maintenance and service contracts is recognized ratably over the duration of the contracts, or based on parts usage, where appropriate. Revenue related to service hours is recognized when the services are performed.

Product revenue includes revenue from system sales, sales of spare parts, the spare parts component of maintenance and service contracts and product upgrades. Services revenue includes the labor component of maintenance and service contract amounts charged for on-site service personnel.

Axcelis reports revenue net of any taxes collected from customers and remitted to governmental authorities, with the collected taxes recorded as current liabilities until remitted to the relevant government authority.

(j) Shipping and Handling Costs

Shipping and handling costs are included in cost of revenue.

(k) Stock-Based Compensation

The Company generally recognizes compensation expense for all stock-based payments to employees and directors, including grants of employee stock options, based on the grant-date fair value of those stock-based payments using the Black-Scholes option pricing model, adjusted for expected forfeitures. Other valuation models may be utilized in the limited circumstances where awards with market-based vesting considerations, such as the price of the Company's common stock, or performance based awards, are granted. Stock-based compensation expense is recognized ratably over the requisite service period. For each stock option grant with vesting based on a combination of time, market or performance conditions, where vesting will occur if either condition is met, the related compensation costs are recognized over the shorter of the explicit service period or the derived service period.

See Note 14 for additional information relating to stock-based compensation.

(l) Income Taxes

The Company records income taxes using the asset and liability method. Deferred income tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax basis, and operating loss and tax credit carryforwards.

The Company's consolidated financial statements contain certain deferred tax assets which have arisen primarily as a result of operating losses, as well as other temporary differences between financial and tax accounting. The Company establishes a valuation allowance if the likelihood of realization of the deferred tax assets is reduced based on an evaluation of objective verifiable evidence. Significant management judgment is required in determining the Company's provision for income taxes, the Company's deferred tax assets and liabilities and any valuation allowance recorded against those net deferred tax assets. The Company evaluates the weight of all available evidence to determine whether it is more likely than not that some portion or all of the net deferred income tax assets will not be realized.

Income taxes include the largest amount of tax benefit for an uncertain tax position that is more likely than not to be sustained upon audit based on the technical merits of the tax position. Settlements with tax authorities, the expiration of statutes of limitations for particular tax positions, or obtaining new information on particular tax positions may cause a change to the effective tax rate. The Company recognizes accrued interest related to unrecognized tax benefits as interest expense and penalties as operating expense in the consolidated statements of operations.

(m) Computation of Net Income (Loss) per Share

Basic earnings per share is computed by dividing income available to common stockholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) for the period. The computation of diluted earnings per share is similar to basic earnings per share, except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potentially dilutive common shares had been issued, calculated using the treasury stock method.

The Company incurred a net loss for the year ended December 31, 2014, and has excluded 1,165,855 of incremental shares attributable to outstanding stock options and restricted stock units from the calculation of net loss per share because the effect would have been anti-dilutive.

The components of net income (loss) per share are as follows:

	Year ended December 31,		
	2016	2015	2014
	(in thousands, except per share data)		
Net income (loss) available to common stockholders	\$ 11,001	\$ 14,678	\$ (11,266)
Weighted average common shares outstanding used in computing basic income (loss) per share	29,195	28,595	27,862
Incremental options and RSUs	1,752	1,634	—
Weighted average common shares outstanding used in computing diluted net income (loss) per share	30,947	30,229	27,862
Net income (loss) per share			
Basic	\$ 0.38	\$ 0.51	\$ (0.40)
Diluted	\$ 0.36	\$ 0.49	\$ (0.40)

(n) Accumulated Other Comprehensive Income

The following table presents the changes in accumulated other comprehensive income, net of tax, by component for the year ended December 31, 2016:

	Foreign currency	Defined benefit pension plan	Total
	(in thousands)		
Balance at December 31, 2015	\$ (744)	\$ (687)	\$ (1,431)
Other comprehensive loss and pension reclassification	(847)	(1)	(848)
Balance at December 31, 2016	\$ (1,591)	\$ (688)	\$ (2,279)

(o) Recent Accounting Guidance

Accounting Standards or Updates Recently Adopted

In November 2015, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2015-17, *“Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes.”* The amendments in this ASU require entities that present classified statements of financial position to classify deferred tax liabilities and assets as noncurrent. They apply to all entities that present a classified statement of financial position. For public business entities, the amendments in this ASU are effective for financial statements issued for annual periods beginning after December 15, 2016, and interim periods within those annual periods. The Company adopted ASU No. 2015-17 early, effective June 30, 2016, on a prospective basis. As a result, the Company presented all deferred tax assets and liabilities as noncurrent on the consolidated balance sheet as of December 31, 2016, reducing current deferred tax assets by \$0.2 million, long-term deferred tax assets by \$0.3 million and short-term deferred tax liabilities by \$0.5 million. The current deferred tax assets and liabilities on the consolidated balance sheet as of December 31, 2015, have not been reclassified.

In August 2014, the FASB issued ASU No. 2014-15, *“Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern.”* ASU 2014-15 introduces an explicit requirement for management to assess if there is substantial doubt about an entity’s ability to continue as a going concern, and to provide related footnote disclosures in certain circumstances. In connection with each annual and interim period, management must assess if there is substantial doubt about an entity’s ability to continue as a going concern within one year after the issuance date. Disclosures are required if conditions give rise to substantial doubt. The adoption of this standard did not have a material impact on the Company’s consolidated financial statements.

In May 2014, the FASB issued ASU No. 2014-09, “*Revenue from Contracts with Customers*,” which provides guidance for revenue recognition. The standard’s core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. In April 2016, the FASB issued ASU 2016-10, “*Revenue from Contracts with Customers*” (Topic 606): *Identifying Performance Obligations and Licensing*, which further clarifies performance obligations in a contract with a customer. In May 2016, the FASB issued ASU 2016-12, “*Revenue from Contracts with Customers*” (Topic 606): *Narrow-Scope Improvements and Practical Expedients*, which provides a more narrow interpretation of ASU No. 2014-09. These ASUs are effective for annual reporting periods beginning after December 15, 2017 and interim periods within those annual periods. The Company is currently assessing the potential impact the adoption of these standards will have on the financial statements.

In July 2015, the FASB issued ASU No. 2015-11, “*Simplifying the Measurement of Inventory*,” which changes the inventory measurement principles for entities using the first-in, first-out (FIFO) or average cost methods. For entities utilizing one of these methods, the inventory measurement principle will change from lower of cost or market to the lower of cost and net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less the reasonably predictable costs of completion, disposal and transportation. The amendments are effective for annual and interim periods beginning after December 15, 2016. The adoption of this ASU will not have a material impact on the Company’s financial statements and disclosures.

In February 2016, the FASB issued ASU No. 2016-02 “*Leases*.” The ASU requires lessees to recognize the rights and obligations created by most leases as assets and liabilities on their balance sheet and continue to recognize expenses on their income statement over the lease term. It will also require disclosures designed to give financial statement users information on the amount, timing, and uncertainty of cash flows arising from leases. The guidance is effective for annual reporting periods beginning after December 15, 2018, and interim periods within those years. Early adoption is permitted for all entities. The Company is currently evaluating the impact of ASU 2016-02 on the consolidated financial statements and disclosures.

In March 2016, the FASB issued ASU No. 2016-09 “*Compensation — Stock Compensation*,” which changes the accounting for stock-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. For public business entities, the amendments in this ASU are effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods. Early adoption is permitted for all entities and any entity that elects early adoption must adopt all of the amendments in the same period. The adoption of this ASU will not have a material impact on the Company’s financial statements and disclosures.

In November 2016, the FASB issued ASU 2016-18, “*Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*.” This ASU requires the statement of cash flows to explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents are to be included with cash and cash equivalents when reconciling the beginning of period and end of period amounts shown on the statement of cash flows. ASU No. 2016-18 will be effective for annual reporting periods beginning after December 15, 2017. The adoption of this ASU will not have a material impact on the Company’s financial statements and disclosures.

Note 3. Correction of Accounting Error in Prior Period

Subsequent to March 31, 2016, but prior to filing the Form 10-Q for the quarter ended June 30, 2016, the Company discovered a cumulative error associated with the elimination of profits on sales of inventory to its subsidiaries. This error had no impact upon the Company’s consolidated statement of operations or consolidated statement of cash flows subsequent to the year ended December 31, 2010. The following financial statement line items reported in the Company’s consolidated balance sheet for the year ended December 31, 2015 was affected by the correction of this accounting error:

(in thousands)	Previously Reported December 31, 2015	Adjusted December 31, 2015	Effect of Change
Inventory, net	\$ 115,904	\$ 109,408	\$ (6,496)
Total current assets	236,453	229,957	(6,496)
Total assets	288,280	281,784	(6,496)
Accumulated deficit	(336,209)	(342,705)	(6,496)
Total stockholders' equity	190,260	183,764	(6,496)
Total liabilities and stockholders' equity	\$ 288,280	\$ 281,784	\$ (6,496)

This error was associated with transactions occurring prior to September 2010, at which time the Company revised its methodology to compute and eliminate intercompany profits. However, the Company failed to identify and record an entry to eliminate the cumulative error resulting from the prior methodology. This \$6.5 million error resulted in an overstatement of inventory and a cumulative understatement of cost of product revenue as of September 2010. Thereafter, the effect was an overstatement of inventory and understatement of accumulative deficit for each subsequent reporting period. The consolidated balance sheets as of December 31, 2015 and 2014 have been revised to reflect the correction of the error through a decrease in inventory and an increase in accumulated deficit of \$6.5 million. In the opinion of management, the effect is not material to the consolidated financial position or results of operations for any previously reported period.

Note 4. 1-for-4 Reverse Stock Split

As of 6:00 PM Eastern Time on June 30, 2016, the Company effected a 1-for-4 reverse stock split of its common stock. The Company continues to be traded under its unchanged symbol "ACLS." All previously reported common stock share amounts in the accompanying financial statements and related notes have been retroactively adjusted to reflect the reverse stock split. As a result of the reduced number of shares outstanding after the reverse stock split, the stated capital attributable to common stock on the Company's balance sheet (which consists of the unchanged \$0.001 par value per share multiplied by the aggregate number of shares issued and outstanding), has been reduced. Correspondingly, the Company's additional paid-in capital account, which consists of the difference between its stated capital and the aggregate amount paid to the Company upon issuance of all currently outstanding shares of its common stock, has been credited with the amount by which the stated capital was reduced. The Company's stockholders' equity, in the aggregate, remains unchanged.

Immediately prior to the effectiveness of the reverse stock split, the Company retired 30 thousand shares of common stock held in treasury to the status of authorized and unissued.

Note 5. Restricted Cash

The restricted cash of \$6.9 million at December 31, 2016 relates to a \$5.9 million letter of credit associated to the security deposit for the sale leaseback transaction, a \$0.9 million letter of credit relating to workers' compensation insurance and a \$0.1 million deposit relating to customs activity. The change in restricted cash is classified in the statement of cash flows as a financing activity.

Note 6. Accounts Receivable, net

The components of accounts receivable are as follows:

	December 31,	
	2016	2015
	(in thousands)	
Trade receivables	\$ 50,650	\$ 36,868
Allowance for doubtful accounts	(77)	—
Trade receivables, net	\$ 50,573	\$ 36,868

Note 7. Inventories, net

The components of inventories are as follows:

	December 31,	
	2016	2015
	(in thousands)	
Raw materials	\$ 80,503	\$ 72,070
Work in process	14,117	29,219
Finished goods (completed systems)	19,233	8,119
Inventories, net	<u>\$ 113,853</u>	<u>\$ 109,408</u>

When recorded, inventory reserves are intended to reduce the carrying value of inventories to their market value. The Company establishes inventory reserves when conditions exist that indicate inventory may be in excess of anticipated demand or is obsolete based upon assumptions about future demand for the Company's products or market conditions. The Company regularly evaluates the ability to realize the value of inventories based on a combination of factors including the following: forecasted sales or usage, estimated product end of life dates, estimated current and future market value and new product introductions. Purchasing and usage alternatives are also explored to mitigate inventory exposure. In 2016, the Company recorded an overall decrease of \$1.6 million in the inventory reserves, which consisted of disposals due to previously reserved for obsolescence and excess inventory of \$2.6 million partially offset by a provision charge to the reserve of \$1.0 million. As of December 31, 2016 and 2015, inventories are stated net of inventory reserves of \$8.8 million and \$10.5 million respectively.

During each of the years ended 2016, 2015 and 2014, the Company recorded charges to cost of sales of \$0.8 million, \$0.5 million and \$0.8 million to reflect the lower of cost or market value. During 2014, the Company recorded a charge to cost of sales of \$1.0 million due to production levels below normal capacity.

Note 8. Property, Plant and Equipment, net

The components of property, plant and equipment are as follows:

	December 31,	
	2016	2015
	(in thousands)	
Land and buildings	\$ 75,792	\$ 80,491
Machinery and equipment	9,472	11,080
Construction in process	1,704	1,451
Total cost	86,968	93,022
Accumulated depreciation	(56,128)	(62,991)
Property, plant and equipment, net	<u>\$ 30,840</u>	<u>\$ 30,031</u>

Depreciation expense was \$1.8 million, \$2.4 million and \$2.4 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Note 9. Assets Manufactured for Internal Use, net

The components of assets manufactured for internal use, included in amounts reported as other assets, are as follows:

	December 31,	
	2016	2015
	(in thousands)	
Internal use assets	\$ 42,776	\$ 31,759
Construction in process	1,745	470
Total cost	44,521	32,229
Accumulated depreciation	(22,838)	(20,193)
Assets manufactured for internal use, net	\$ 21,683	\$ 12,036

These products are used for research and development, training, and customer demonstration purposes.

Depreciation expense was \$2.4 million, \$2.5 million and \$2.2 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Note 10. Restructuring Charges

In the first quarter of 2016, due to changes in customer service contracts resulting from a consolidation in our customer base, the Company had severance and other costs related to a reduction in force.

The Company's restructuring liability for the years ended December 31, 2016, 2015 and 2014 are as follows:

	Severance
	(in thousands)
Balance at December 31, 2014	\$ 481
Severance, related costs and other adjustments	(2)
Cash payments	(479)
Balance at December 31, 2015	\$ —
Severance and related costs	282
Cash payments	(282)
Balance at December 31, 2016	<u>\$ —</u>

Note 11. Product Warranty

The Company generally offers a one year warranty for all of its systems, the terms and conditions of which vary depending upon the product sold. For all systems sold, the Company accrues a liability for the estimated cost of standard warranty at the time of system shipment and defers the portion of systems revenue attributable to the fair value of non-standard warranty. Costs for non-standard warranty are expensed as incurred. Factors that affect the Company's warranty liability include the number of installed units, historical and anticipated product failure rates, material usage and service labor costs. The Company periodically assesses the adequacy of its recorded liability and adjusts the amount as necessary.

The changes in the Company's product warranty liability are as follows:

	Year ended December 31,		
	2016	2015	2014
	(in thousands)		
Balance at January 1 (beginning of year)	\$ 3,555	\$ 1,526	\$ 1,428
Warranties issued during the period	3,125	4,305	1,743
Settlements made during the period	(4,249)	(2,672)	(2,096)
Changes in estimate of liability for pre-existing warranties during the period	235	396	451
Balance at December 31 (end of period)	<u>\$ 2,666</u>	<u>\$ 3,555</u>	<u>\$ 1,526</u>
Amount classified as current	\$ 2,426	\$ 3,363	\$ 1,352
Amount classified as long-term	240	192	174
Total warranty liability	<u>\$ 2,666</u>	<u>\$ 3,555</u>	<u>\$ 1,526</u>

Note 12. Financing Arrangements

Sale Leaseback Obligation

On January 30, 2015, the Company sold its corporate headquarters facility for the purchase price of \$48.9 million. As part of the sale, the Company also entered into a 22-year lease agreement with the buyer. The sale leaseback is accounted for as a financing arrangement for financial reporting and, as such, the Company recorded a financing obligation of \$47.6 million as of December 31, 2016. The associated lease payments include both an interest component and payment of principal, with the underlying liability being extinguished at the end of the original lease term. The Company posted a collateralized security deposit of \$5.9 million in the form of an irrevocable letter of credit at the time of the closing. Upon the termination of our credit facility with Silicon Valley Bank in October 2015, this letter of credit was cash collateralized.

Note 13. Employee Benefit Plans

(a) Defined Contribution Plan

The Company maintains the Axcelis Long-Term Investment Plan, a defined contribution plan. All regular employees are eligible to participate and may contribute up to 35% of their compensation on a before-tax basis subject to Internal Revenue Service ("IRS") limitations. Highly compensated employees may contribute up to 16% of their compensation on a before-tax basis subject to IRS limitations. In 2015, the Company implemented a matching contribution of up to one thousand U.S. dollars on a dollar-for-dollar basis on contributions by eligible participants. In 2016, the Company increased the matching contribution to a maximum of one thousand two hundred U.S. dollars, on the basis of one dollar matched for each two dollars contributed by eligible participants. Total related expense for 2016 and 2015 was \$0.4 million.

(b) Other Compensation Plans

The Company operates in foreign jurisdictions that require lump sum benefits, payable based on statutory regulations, for voluntary or involuntary termination. Where required, an annual actuarial valuation of the benefit plans is obtained.

The Company has recorded an unfunded liability of \$4.0 million and \$3.9 million at December 31, 2016 and 2015, respectively, for costs associated with these compensation plans in foreign jurisdictions. The following table presents the classification of these liabilities in the Consolidated Balance Sheets:

	Year ended December 31,	
	2016	2015
(in thousands)		
Current:		
Accrued compensation	\$ 902	\$ 857
Total current liabilities	\$ 902	\$ 857
Long-term:		
Other long-term liabilities	3,057	3,052
Total liabilities	<u>\$ 3,959</u>	<u>\$ 3,909</u>

The expense recorded in connection with these plans was \$0.8 million, \$0.7 million and \$0.7 million during the years ended December 31, 2016, 2015 and 2014, respectively.

Note 14. Stock Award Plans and Stock Based Compensation

(a) Equity Incentive Plans

The Company maintains the Axcelis Technologies, Inc. 2012 Equity Incentive Plan (the “2012 Equity Plan”), which became effective on May 2, 2012. Our 2000 Stock Plan (the “2000 Stock Plan”) expired on May 1, 2012 and no new grants may be made under that plan after that date. However, awards granted under the 2000 Stock Plan prior to the expiration remain outstanding and subject to the terms of the 2000 Stock Plan.

The 2012 Equity Plan, as amended, reserves 5.5 million shares of common stock, \$0.001 par value, for grant and permits the issuance of options, stock appreciation rights, restricted stock, restricted stock units, stock equivalents and awards of shares of common stock that are not subject to restrictions or forfeiture to selected employees, directors and consultants of the Company. Shares that are not issued under an award (because such award expires, is terminated unexercised or is forfeited) that were outstanding under the 2000 Stock Plan as of the May 2, 2012, increase the reserve of shares available for grant under the 2012 Equity Plan.

The term of stock options granted under these plans is specified in the award agreements. Unless a lesser term is otherwise specified by the Compensation Committee of the Company’s Board of Directors, awards under the 2012 Equity Plan will expire seven years from the date of grant. In general, all awards issued under the 2000 Stock Plan expire ten years from the date of grant. Under the terms of these stock plans, the exercise price of a stock option may not be less than the fair market value of a share of the Company’s common stock on the date of grant. Under the 2012 Equity Plan, fair market value is defined as the last reported sale price of a share of the common stock on a national securities exchange as of any applicable date, as long as the Company’s shares are traded on such exchange.

Stock options granted to employees generally vest over a period of four years, while stock options granted to non-employee members of the Company’s Board of Directors generally vest over a period of six months and, once vested, are not affected by the director’s termination of service to the Company. In limited circumstances, the Company may grant stock option awards with market-based vesting conditions, such as the Company’s common stock price, or other performance conditions. Termination of service by an employee will cause options to cease vesting as of the date of termination, and in most cases, employees will have 90 days after termination to exercise options that were vested as of the termination of employment. In general, retiring employees will have one year after termination of employment to exercise vested options. The Company settles stock option exercises with newly issued common shares.

Restricted stock units granted to employees during 2016 had both time-based vesting provisions and performance-based vesting provisions. Generally, unvested restricted stock unit awards expire upon termination of service to the Company. The Company settles restricted stock units upon vesting with newly issued common shares. No restricted stock was granted under either stock plan during the three year period ended December 31, 2016.

As of December 31, 2016, there were 0.7 million shares available for grant under the 2012 Equity Plan. No shares are available for grant under the 2000 Stock Plan.

As of December 31, 2016, there were 5.0 million options outstanding under the 2012 Equity Plan and the 2000 Stock Plan, collectively, and 0.5 million unvested restricted stock units outstanding under the 2012 Stock Plan.

(b) Employee Stock Purchase Plan

The Employee Stock Purchase Plan (the “Purchase Plan”) provides effectively all of the Company’s employees the opportunity to purchase common stock of the Company at less than market prices. Purchases are made through payroll deductions of up to 10% of the employee’s salary as elected by the participant, subject to certain caps set forth in the Purchase Plan. Employees may purchase the Company’s common stock at 85% of its market on the day the stock is purchased.

The Purchase Plan is considered compensatory and as such, compensation expense has been recognized based on the benefit of the discounted stock price, amortized to compensation expense over each offering period of six months. Compensation expense relating to the Purchase Plan was approximately \$0.1 million for each of the years ended December 31, 2016, 2015 and 2014.

As of December 31, 2016, there were a total of 0.3 million shares reserved for issuance and available for purchase under the Purchase Plan. Less than 0.1 million shares were purchased under the Purchase Plan in each of the years ended December 31, 2016, 2015 and 2014.

(c) Valuation of Stock Options and Restricted Stock Units

For the purpose of valuing stock options with service conditions, the Company uses the Black-Scholes option pricing model to calculate the grant-date fair value of an award. The fair values of options granted were calculated using the following estimated weighted-average assumptions:

	Year ended December 31,		
	2016	2015	2014
Weighted-average expected volatility	49.3% — 56.7%	56.2% — 64.7%	60.6% — 98.4%
Weighted-average expected term	4.7 years	4.6 — 4.7 years	3.8 — 4.7 years
Risk-free interest rate	1.1% — 2.0%	1.3% — 1.6%	1.2% — 1.7%
Expected dividend yield	0%	0%	0%

Expected volatility—The Company considers a number of factors when estimating volatility for stock options granted. The Company’s method of estimating expected volatility relies on a combination of historical and implied volatility. The Company believes that this blended volatility results in an accurate estimate of the grant-date fair value of employee stock options because it appropriately reflects the market’s current expectations of future volatility.

Expected term—The Company calculated the weighted average expected term for stock options granted prior to July 1, 2012, using a forward looking lattice model of the Company’s stock price incorporating a suboptimal exercise factor and a projected post-vest forfeiture rate. For stock options granted after July 1, 2012 to employees and to non-employee members of the Company’s Board of Directors, the Company used the simplified method for estimating the expected life of “plain vanilla” options because it did not have sufficient exercise history to use a lattice model. The Company expects that it will use a lattice model once sufficient exercise history has been established. A change in the contractual life from 10 years to 7 years was made to reflect the fact that options granted after May 1, 2012 were granted under the 2012 Equity Incentive Plan, which limits option terms to seven years.

Risk-free interest rate - The yield on zero-coupon U.S. Treasury securities for a period that is commensurate with the expected term assumption is used as the risk-free interest rate.

Expected dividend yield—Expected dividend yield was not considered in the option pricing formula since the Company does not pay dividends and has no current plans to do so in the future.

In limited circumstances, the Company also issues stock option grants with vesting based on market conditions, such as the Company's common stock price, or a combination of time or market or performance conditions. The fair values and derived service periods for all grants that have vesting based on market or performance conditions are estimated using the Monte Carlo valuation method. For each stock option grant with vesting based on a combination of time and performance or market conditions, where vesting will occur if either condition is met, the related compensation costs are recognized over the shorter of the explicit service period or the derived service period.

The fair value of the Company's restricted stock units is calculated based upon the fair market value of the Company's stock at the date of grant.

(d) Summary of Stock-based Compensation Expense

The Company uses the straight-line attribution method to recognize expense for stock-based awards such that the expense associated with awards is evenly recognized throughout the period.

The amount of stock-based compensation recognized is based on the value of the portion of the awards that are ultimately expected to vest. The Company estimates forfeitures at the time of grant and revises them, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The term "forfeitures" is distinct from "cancellations" or "expirations" and represents only the unvested portion of the surrendered stock-based award. Based on a historical analysis, a forfeiture rate of 5% per year was applied to stock-based awards, including executive officer awards, for the years ended December 31, 2016, 2015 and 2014.

For the year ended December 31, 2016, the Company recognized stock-based compensation expense of \$5.2 million. Stock-based compensation expense was \$5.6 million and \$4.8 million for the years ended December 31, 2015 and 2014, respectively. The Company presents the expenses related to stock-based compensation in the same expense line items as cash compensation paid to its employees. For the year ended December 31, 2016, the Company primarily used restricted stock units in its annual equity compensation program. For the years ended December 31, 2015 and 2014, the Company primarily used stock options in its annual equity compensation program.

The benefit of tax deductions in excess of recognized compensation cost is reported as a financing cash flow, rather than as an operating cash flow. Because the Company does not recognize the benefit of tax deductions in excess of recognized compensation cost due to its cumulative net operating loss position, this had no impact on the Company's consolidated statement of cash flows as of and for the years ended December 31, 2016, 2015 or 2014.

(e) Stock Option Awards

The following table summarizes the stock option activity for the year ended December 31, 2016:

	<u>Options</u> <u>(in thousands)</u>	<u>Weighted</u> <u>Average</u> <u>Exercise</u> <u>Price</u>	<u>Weighted</u> <u>Average</u> <u>Remaining</u> <u>Contractual</u> <u>Term</u> <u>(years)</u>	<u>Aggregate</u> <u>Intrinsic</u> <u>Value</u> <u>(in thousands)</u>
Outstanding at December 31, 2015	5,417	\$ 7.29		
Granted	42	13.34		
Exercised	(392)	5.71		
Canceled	(56)	8.98		
Expired	(60)	20.66		
Outstanding at December 31, 2016	<u>4,951</u>	<u>\$ 7.29</u>	<u>3.94</u>	<u>\$ 36,018</u>
Exercisable at December 31, 2016	<u>3,756</u>	<u>\$ 6.49</u>	<u>3.63</u>	<u>\$ 30,321</u>
Options Vested or Expected to Vest at December 31, 2016(1)	<u>4,886</u>	<u>\$ 7.25</u>	<u>3.97</u>	<u>\$ 35,743</u>

(1) In addition to the vested options, the Company expects a portion of the unvested options to vest at some point in the future. Options expected to vest is calculated by applying an estimated forfeiture rate to the unvested options.

The total intrinsic value, which is defined as the difference between the market price at exercise and the price paid by the employee to exercise the options, for options exercised during the years ended December 31, 2016, 2015 and 2014 was \$2.5 million, \$5.3 million and \$2.4 million, respectively.

The total fair value of stock options vested during the years ended December 31, 2016, 2015 and 2014 was \$3.9 million, \$5.4 million and \$4.7 million respectively. The weighted average grant-date fair value of options granted for the years ended December 31, 2016, 2015 and 2014 was \$5.75, \$5.05 and \$3.82, respectively. As of December 31, 2016, there was \$4.8 million of total forfeiture-adjusted unrecognized compensation cost related to non-vested stock options granted under the 2012 Equity Incentive Plan and the 2000 Stock Plan. That cost is expected to be recognized over a weighted-average period of 2.1 years.

(f) Restricted Stock and Restricted Stock Units

Restricted stock units (“RSUs”) represent the Company’s unfunded and unsecured promise to issue shares of the common stock at a future date, subject to the terms of the RSU Award Agreement in either the 2012 Equity Incentive Plan or the 2000 Stock Plan. The purpose of these awards is to assist in attracting and retaining highly competent employees and directors and to act as an incentive in motivating selected employees and directors to achieve long-term corporate objectives. RSU awards granted in 2016 included time vested share awards and awards with performance vesting conditions. No restricted stock awards were granted, or vested, during the years ended December 31, 2016, 2015 and 2014. The fair value of a restricted stock unit and restricted stock award is charged to expense ratably over the applicable service period.

Changes in the Company's non-vested restricted stock units for the year ended December 31, 2016 is as follows:

	<u>Shares/units</u> <u>(in thousands)</u>	<u>Weighted-Average</u> <u>Grant Date Fair</u> <u>Value per Share</u>
Outstanding at December 31, 2015	91	\$ 11.39
Granted	571	9.73
Vested	(110)	10.50
Forfeited	(4)	9.64
Outstanding at December 31, 2016	<u>548</u>	<u>\$ 9.85</u>

The weighted average grant-date fair value of restricted stock units granted for the years ended December 31, 2016, 2015 and 2014 was \$9.73, \$12.12 and \$8.68, respectively. Some restricted stock units provide for net share settlement to offset the personal income tax obligations of the employee's restricted stock unit vesting. Vesting activity above reflects shares vested before net share settlement.

Note 15. Stockholders' Equity

Preferred Stock

The Company may issue up to 30 million shares of preferred stock in one or more series. The Board of Directors is authorized to fix the rights and terms for any series of preferred stock without additional shareholder approval. As of December 31, 2016 and 2015, there were no outstanding shares of preferred stock.

Note 16. Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

(a) Fair Value Hierarchy

The accounting guidance for fair value measurement requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard establishes a fair value hierarchy based on the level of independent, objective evidence surrounding the inputs used to measure fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The fair value hierarchy is as follows:

Level 1—applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2—applies to assets or liabilities for which there are inputs other than quoted prices that are observable for the asset or liability, such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3—applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

(b) Assets and Liabilities Measured at Fair Value

The Company's money market funds are included in cash and cash equivalents in the consolidated balance sheets, and are considered a level 1 investment as they are valued at quoted market prices in active markets. The Company's sale leaseback obligation relating to the sale of our corporate headquarters is carried at amortized cost, which approximates fair value based on an implied borrowing rate of 10.65%. The underlying cash flow associated with our lease payments is being applied to both an interest and principal component using the effective interest method over the associated lease term. The liability is categorized as level 3 within the fair value hierarchy.

The following table sets forth Company's assets and liabilities which are measured at fair value by level within the fair value hierarchy.

	December 31, 2016			
	Fair Value Measurements			
	Level 1	Level 2	Level 3	Total
(in thousands)				
Assets				
Cash equivalents:				
Money market funds	\$ 54,170	\$ —	\$ —	\$ 54,170

	December 31, 2015			
	Fair Value Measurements			
	Level 1	Level 2	Level 3	Total
(in thousands)				
Assets				
Cash equivalents:				
Money market funds	\$ 65,327	\$ —	\$ —	\$ 65,327
Liabilities				
Sale leaseback obligation	\$ —	\$ —	\$ 47,586	\$ 47,586

(c) Other Financial Instruments

The carrying amounts reflected in the consolidated balance sheets for cash and cash equivalents (which are comprised primarily of money market funds and deposit accounts), accounts receivable, prepaid expenses and other current and non-current assets, restricted cash, accounts payable and accrued expenses approximate fair value due to their short-term maturities.

Note 17. Commitments and Contingencies

(a) Lease Commitments

The Company leases manufacturing and office facilities and certain equipment under operating leases that expire through 2037. Rental expense was \$3.8 million, \$3.8 million and \$3.7 million under operating leases for the years

ended December 31, 2016, 2015 and 2014, respectively. Future minimum lease commitments on non-cancelable operating leases for the year ended December 31, 2016 are as follows:

	Operating Leases
	(in thousands)
2017	\$ 2,581
2018	1,390
2019	704
2020	352
2021	201
Thereafter	—
	<u>\$ 5,228</u>

(b) Sale Leaseback Financing Obligation

In addition to the lease commitments as described above, the Company entered into a 22-year lease agreement relating to our corporate headquarters in Beverly, Massachusetts. The following table relates to the cash payment schedule associated with this lease obligation as of December 31, 2016:

	Lease Obligation
	(in thousands)
2017	\$ 5,315
2018	5,470
2019	5,594
2020	5,719
2021	5,848
Thereafter	97,999
Total lease payments	<u>\$ 125,945</u>
Less interest portion	<u>(78,359)</u>
Sale leaseback obligation	<u>\$ 47,586</u>

(c) Purchase Commitments

The Company has non-cancelable contracts and purchase orders for inventory of \$43.9 million at December 31, 2016.

(d) Litigation

The Company is not presently a party to any litigation that it believes might have a material adverse effect on its business operations. The Company is, from time to time, a party to litigation that arises in the normal course of its business operations.

(e) Indemnifications

The Company's system sales agreements typically include provisions under which the Company agrees to take certain actions, provide certain remedies and defend its customers against third-party claims of intellectual property infringement under specified conditions and to indemnify customers against any damage and costs awarded in connection with such claims. The Company has not incurred any material costs as a result of such indemnifications and has not accrued any liabilities related to such obligations in the accompanying consolidated financial statements.

Note 18. Business Segment and Geographic Region Information

The Company operates in one business segment, which is the manufacture of capital equipment for the semiconductor chip manufacturing industry. The principal market for semiconductor capital equipment is semiconductor chip manufacturers. Substantially all sales are made directly by the Company to its customers located in the United States, Europe and Asia Pacific.

The Company's ion implantation systems product line includes high current, medium current and high energy implanters. Other products include legacy dry strip equipment, curing systems, and thermal processing systems. In addition to new equipment, the Company provides post-sales equipment service and support, including spare parts, equipment upgrades, used equipment, maintenance services and customer training.

Revenue by product lines is as follows:

	Year ended December 31,		
	2016	2015	2014
	(in thousands)		
Ion implantation systems and services	\$ 248,885	\$ 282,624	\$ 183,148
Other systems and services	18,095	18,871	19,903
Total revenue	<u>\$ 266,980</u>	<u>\$ 301,495</u>	<u>\$ 203,051</u>

Revenue and long-lived assets by geographic region, based on the physical location of the operation recording the sale or the asset, are as follows:

	Revenue	Long-Lived Assets
	(in thousands)	
2016		
United States	\$ 191,261	\$ 52,006
Europe	25,436	—
Asia Pacific	50,283	517
	<u>\$ 266,980</u>	<u>\$ 52,523</u>
2015		
United States	\$ 226,890	\$ 41,729
Europe	24,209	—
Asia Pacific	50,396	334
	<u>\$ 301,495</u>	<u>\$ 42,063</u>
2014		
United States	\$ 126,255	\$ 40,001
Europe	29,140	—
Asia Pacific	47,656	299
	<u>\$ 203,051</u>	<u>\$ 40,300</u>

Long-lived assets consist of property, plant and equipment, net, and assets manufactured for internal use. Operations in Europe and Asia Pacific consist of sales and service organizations.

International revenue, which includes export sales from U.S. manufacturing facilities to foreign customers and sales by foreign subsidiaries and branches, was \$213.8 million (80.0% of total revenue), \$256.5 million (85.1% of total revenue) and \$162.4 million (80.0% of total revenue) in 2016, 2015 and 2014, respectively.

Note 19. Income Taxes

Income (loss) before income taxes is as follows:

	Year ended December 31,		
	2016	2015	2014
	(in thousands)		
United States	\$ 8,880	\$ 12,708	\$ (11,987)
Foreign	2,144	2,497	1,820
Income (loss) before income taxes	<u>\$ 11,024</u>	<u>\$ 15,205</u>	<u>\$ (10,167)</u>

Provision for income taxes is as follows:

	Year ended December 31,		
	2016	2015	2014
	(in thousands)		
Current:			
United States			
Federal	\$ —	\$ —	\$ —
State	49	(33)	59
Foreign	(217)	374	780
Total current	<u>(168)</u>	<u>341</u>	<u>839</u>
Deferred:			
Foreign	191	186	260
Total deferred	<u>191</u>	<u>186</u>	<u>260</u>
Income tax provision	<u>\$ 23</u>	<u>\$ 527</u>	<u>\$ 1,099</u>

Reconciliations of income taxes at the United States Federal statutory rate to the effective income tax rate are as follows:

	Year ended December 31,		
	2016	2015	2014
	(in thousands)		
Income tax benefit at the United States statutory rate	\$ 3,859	\$ 5,322	\$ (3,558)
State income taxes	32	(22)	38
Unrecognized tax benefits	(615)	(174)	184
Effect of change in valuation allowance	(7,765)	(5,676)	(6,835)
Foreign income tax rate differentials	233	600	259
Unremitted earnings of foreign subsidiaries	305	(102)	(758)
Stock options	264	379	686
Credit expirations	3,565	—	—
Deemed distribution from foreign subsidiaries	—	—	607
Discrete items, net	—	(540)	9,143
Other, net	145	740	1,333
Income tax provision	<u>\$ 23</u>	<u>\$ 527</u>	<u>\$ 1,099</u>

Significant components of current and long-term deferred income taxes are as follows:

	As of December 31,			
	2016		2015	
	Current	Long Term	Current	Long Term
	(in thousands)			
Federal net operating loss carryforwards	\$ —	\$ 98,007	\$ —	\$ 101,479
State net operating loss carryforwards	—	1,546	—	1,636
Foreign net operating loss carryforwards	—	673	—	810
Federal tax credit carryforwards	—	12,778	—	16,343
State tax credit carryforwards	—	2,566	—	3,964
Unremitted earnings of foreign subsidiaries	—	(8,913)	—	(8,632)
Intangible assets	—	229	—	286
Property, plant and equipment	—	9,774	—	9,331
Accrued compensation	—	97	1,082	—
Inventories	—	5,230	2,541	—
Stock compensation	—	6,687	—	6,001
Warranty	—	930	1,214	—
Other	—	(5,578)	1,237	(3,945)
Deferred taxes, gross	—	124,026	6,074	127,273
Valuation allowance	—	(122,966)	(6,335)	(125,928)
Deferred taxes, net	\$ —	\$ 1,060	\$ (261)	\$ 1,345

At December 31, 2016, the Company had \$124.0 million of deferred tax assets worldwide relating to net operating loss carryforwards, tax credit carryforwards and other temporary differences, which are available to reduce income taxes in future years. A valuation allowance must be established when it is “more likely than not” that all or a portion of deferred tax assets will not be realized. A review of all available positive and negative evidence needs to be considered, including a company’s performance, the market environment in which the company operates, length of carryback and carryforward periods, existing sales backlog, and projections of future operating results. Where there are cumulative losses in recent years there is a strong presumption that a valuation allowance is needed. This presumption can be overcome in very limited circumstances.

The Company maintains a valuation allowance reducing the carrying value of the deferred tax assets in the United States to zero. The Company will continue to maintain a full valuation allowance for those tax assets until sustainable future levels of profitability are evident. Changes in the valuation allowance in 2016 and 2015 were attributable to changes in the composition of temporary differences and changes in net operating loss carryforwards. The remaining net deferred tax asset on the consolidated balance sheet represents the balances related to the activities of the foreign subsidiaries.

At December 31, 2016, the Company has federal and state net operating loss carryforwards of \$317.1 million and foreign net operating loss carryforwards of \$2.8 million, expiring principally between 2017 and 2034.

The Company has research and development and other tax credit carryforwards of \$12.8 million at December 31, 2016 that can be used to reduce future federal and state income tax liabilities. These tax credit carryforwards expire principally between 2017 and 2028. The Company does not have any foreign tax credit carryforwards as a result of the expiration of \$3.6 million of foreign tax credits at December 31, 2016.

It is Company policy to provide taxes for the total anticipated tax impact of the undistributed earnings of our wholly-owned foreign subsidiaries, as such earnings are not expected to be reinvested indefinitely. The Company anticipates that U.S. tax resulting from remitting such earnings will be offset by net operating loss or credit carryforwards to the extent available. In addition, the Company does not anticipate incurring a foreign withholding tax on remitting such earnings since it does not intend to remit the earnings as dividends.

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction and various states and foreign jurisdictions. The Company and most foreign subsidiaries are subject to income tax examinations by tax

authorities for all years dating back to 2005. The Company's policy is to recognize interest related to unrecognized tax benefits as interest expense and penalties as operating expenses. The Company believes that it has appropriate support for the income tax positions taken and to be taken on its tax returns and that its accruals for tax liabilities are adequate for all open years based on an assessment of many factors including past experience and interpretations of tax law applied to the facts of each matter.

At December 31, 2016, the Company had unrecognized tax benefits related to uncertain tax positions of approximately \$6.8 million, of which approximately \$5.4 million reduced the Company's deferred tax assets and the offsetting valuation allowance and \$1.5 million was recorded in other long-term liabilities. During the first quarter of 2016, the statute of limitations associated with a tax position previously taken by the Company expired. The related tax reserve of \$0.6 million and accrued interest of \$0.3 million that had been recorded were reversed during the twelve months ended December 31, 2016. The Company believes that it is reasonably possible that there will be a reduction to the reserve for uncertain tax positions of approximately \$0.5 million within the next twelve months as a result of the expiration of the statute of limitations in a foreign tax jurisdiction. The Company recognized \$0.2 million in interest and penalty expense related to unrecognized tax benefits for each of the years-ended December 31, 2016, 2015 and 2014, respectively.

A reconciliation of the beginning and ending balance of unrecognized tax benefits are as follows:

	2016	2015
	(in thousands)	
Balance at beginning of year	\$ 7,671	\$ 7,960
Increase (decrease) in unrecognized tax benefits as a result of tax positions taken during a prior period	76	(78)
Decreases in unrecognized tax benefits related to settlements with tax authorities	—	(211)
Reductions to unrecognized tax benefits as a result of a lapse of the applicable statute of limitation	(903)	
Increases in unrecognized tax benefits as a result of tax positions taken during the current period	—	—
Balance at end of year	<u>\$ 6,844</u>	<u>\$ 7,671</u>
Recorded as other long-term liability	\$ 1,462	\$ 2,142
Recorded as a decrease in deferred tax assets and offsetting valuation allowance	5,382	5,529
Balance at end of year	<u>\$ 6,844</u>	<u>\$ 7,671</u>

Note 20. Quarterly Results of Operations (unaudited)

	Dec. 31, 2016(1)	Sept. 30, 2016	June 30, 2016	March 31, 2016(2)	Dec. 31, 2015(3)	Sept. 30, 2015(4)	June 30, 2015(5)	March 31, 2015
	(in thousands, except per share data)							
Revenue	\$ 69,358	\$ 65,650	\$ 64,451	\$ 67,521	\$ 70,458	\$ 79,317	\$ 78,437	\$ 73,283
Gross profit	26,947	24,104	25,131	23,415	21,973	29,179	27,174	23,380
Net income	3,965	2,151	2,937	1,948	826	6,101	5,883	1,868
Net income per basic share	\$ 0.13	\$ 0.07	\$ 0.10	\$ 0.07	\$ 0.03	\$ 0.21	\$ 0.21	\$ 0.07
Net income per diluted share	\$ 0.13	\$ 0.07	\$ 0.10	\$ 0.06	\$ 0.03	\$ 0.20	\$ 0.20	\$ 0.06

(1) Net income includes a \$0.6 million charge to inventory reserves.

(2) Net income includes a \$0.2 million charge to inventory reserves and \$0.3 million restructuring charge.

(3) Net income includes a \$0.8 million charge to inventory reserves, \$0.8 million variable incentive plan expense and \$1.5 million of revenue for fully written down inventory sold in quarter.

(4) Net income includes a \$0.3 million charge to inventory reserves and \$2.2 million variable incentive plan expense.

(5) Net income includes a \$0.3 million charge to inventory reserves, \$1.1 million stock-based compensation acceleration and \$2.3 million of revenue for fully written down inventory sold in quarter.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AXCELIS TECHNOLOGIES, INC.

By: /s/ Mary G. Puma
Mary G. Puma,
President and Chief Executive Officer

Dated: March 14, 2017

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Mary G. Puma</u> Mary G. Puma	Director and Principal Executive Officer	March 14, 2017
<u>/s/ Kevin J. Brewer</u> Kevin J. Brewer	Principal Accounting and Financial Officer	March 14, 2017
<u>/s/ Richard J. Faubert</u> Richard J. Faubert	Director	March 14, 2017
<u>/s/ R. John Fletcher</u> R. John Fletcher	Director	March 14, 2017
<u>/s/ Arthur L. George, Jr.</u> Arthur L. George Jr.	Director	March 14, 2017
<u>/s/ Joseph P. Keithley</u> Joseph P. Keithley	Director	March 14, 2017
<u>/s/ John T. Kurtzweil</u> John T. Kurtzweil	Director	March 14, 2017
<u>/s/ Patrick H. Nettles</u> Patrick H. Nettles	Director	March 14, 2017
<u>/s/ Thomas St. Dennis</u> Thomas St. Dennis	Director	March 14, 2017

Exhibit Index

Exhibit No.	Description
2.1	Real Estate Sale Agreement dated as of October 3, 2014 between the Company and Middleton Beverly Investors LLC. Incorporated by reference to Exhibit 2. 1 to the Company's Form 10-Q filed with the Commission on November 6, 2014.
2.2	Sixth Amendment to Real Estate Sale Agreement between the Company and Middleton Beverly Investors LLC dated as of January 30, 2015. Incorporated by reference to Exhibit 2.2 of the Company's Form 10-K for the year ended December 31, 2014 filed with the Commission on March 11, 2015.
3.1	Amended and Restated Certificate of Incorporation of the registrant, as adopted May 6, 2009. Incorporated by reference to Exhibit 3.1 of the Company's Form 8-K filed with the Commission on May 11, 2009.
3.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the registrant, effective June 30, 2016, as filed with the Secretary of State of the State of Delaware. Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Commission on July 5, 2016.
3.3	Bylaws of the Company, as amended and restated as of May 13, 2014. Incorporated by reference to Exhibit 3.2 of the Company's Form 8-K filed with the Commission on May 19, 2014.
10.1*	Axcelis Technologies, Inc. 2000 Stock Plan, as amended through November 13, 2014. Incorporated by reference to Exhibit 10.1 of the Company's Form 10-K for the year ended December 31, 2014 filed with the Commission on March 11, 2015.
10.2*	Axcelis Technologies, Inc. 2012 Equity Incentive Plan, as amended through February 15, 2017. Filed herewith.
10.3*	Axcelis Management Incentive Plan, as amended and restated by the Compensation Committee of the Board of Directors on February 11, 2010. Incorporated by reference to Exhibit 10.2 of the Company's report on Form 10-K for the year ended December 31, 2009 filed with the Commission on March 15, 2010.
10.4*	Form of Indemnification Agreement approved by the Board of Directors of the Company on February 9, 2012 for use with each of its directors and officers. Incorporated by reference to Exhibit 10.4 of the Company's report on Form 10-K for the year ended December 31, 2011 filed with the Commission on February 29, 2012.
10.5*	Form of Change in Control Agreement, as amended, as approved by the Board of Directors on April 27, 2012 between the Company and certain of its executive officers. Incorporated by reference to Exhibit 10.5 of the Company's report on Form 10-Q for the quarter ended June 30, 2012 filed with the Commission on August 7, 2012.
10.6*	Form of Change in Control Agreement, as amended, as approved by the Compensation Committee of the Board of Directors on November 11, 2016, between the Company and certain of its executive officers. Filed herewith.
10.7*	Form of Employee non-qualified stock option grant under the 2000 Stock Plan, updated as of April 5, 2002. Incorporated by reference to Exhibit 10.1 of the Company's report on Form 10-Q filed with the Commission on November 9, 2004.
10.8*	Form of Non-Employee Director stock non-qualified stock option grant under the 2000 Stock Plan, updated as of July 12, 2004. Incorporated by reference to Exhibit 10.2 of the Company's report on Form 10-Q filed with the Commission on November 9, 2004.

Exhibit No.	Description
10.9*	Form of Employee Non-Qualified Stock Option Certificate under the 2012 Equity Incentive Plan, adopted June 18, 2012. Incorporated by reference to Exhibit 10.2 of the Company's report on Form 10-Q for the quarter ended June 30, 2012 filed with the Commission on August 7, 2012.
10.10*	Form of Non-Employee Director Non-Qualified Stock Option Certificate under the 2012 Equity Incentive Plan, adopted June 18, 2012. Incorporated by reference to Exhibit 10.3 of the Company's report on Form 10-Q for the quarter ended June 30, 2012 filed with the Commission on August 7, 2012.
10.11*	Form of Restricted Stock Unit Award Agreement under the 2012 Equity Incentive Plan, adopted June 18, 2012. Incorporated by reference to Exhibit 10.4 of the Company's report on Form 10-Q for the quarter ended June 30, 2012 filed with the Commission on August 7, 2012.
10.12*	Named Executive Officer Base Compensation at March 14, 2017. Filed herewith.
10.13*	Non-Employee Director Cash Compensation at March 14, 2017. Filed herewith.
10.14*	Amended and Restated Employment Agreement between the Company and Mary G. Puma dated November 6, 2007. Incorporated by reference to Exhibit 10.3 of the Company's report on Form 10-Q for the quarter ended September 30, 2007 filed with the Commission on November 8, 2007.
10.15*	Form of Executive Separation Pay Agreement between the Company and each of each of the Company's executive officers other than Mary G. Puma, as approved by the Compensation Committee of the Board of Directors on March 5, 2015. Incorporated by reference to Exhibit 10.15 of the Company's Form 10-K for the year ended December 31, 2014 filed with the Commission on March 11, 2015.
10.16	Lease Agreement between the Company and Beverly Property Owner LLC, effective January 30, 2015. Incorporated by reference to Exhibit 10.24 of the Company's Form 10-K for the year ended December 31, 2014 filed with the Commission on March 11, 2015.
14.1	Ethical Business Conduct at Axcelis, revised through January 2003. Incorporated by reference to Exhibit 14.1 of the Company's report on Form 10-K filed with the Commission on March 28, 2003.
21.1	Subsidiaries of the Company. Filed herewith.
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm. Filed herewith.
31.1	Certification of the Principal Executive Officer under Exchange Act Rule 13a-14(a)/15d-14(a) (Section 302 of the Sarbanes-Oxley Act), dated March 14, 2017. Filed herewith.
31.2	Certification of the Principal Financial Officer under Exchange Act Rule 13a-14(a)/15d-14(a) (Section 302 of the Sarbanes-Oxley Act), dated March 14, 2017. Filed herewith.
32.1	Certification of the Principal Executive Officer pursuant to Section 1350 of Chapter 63 of title 18 of the United States Code (Section 906 of the Sarbanes-Oxley Act), dated March 14, 2017. Filed herewith.
32.2	Certification of the Principal Financial Officer pursuant to Section 1350 of Chapter 63 of title 18 of the United States Code (Section 906 of the Sarbanes-Oxley Act), dated March 14, 2017. Filed herewith.

Exhibit No.	Description
101	The following materials from the Company's Form 10-K for the year ended December 31, 2016, formatted in eXtensible Business Reporting Language (XBRL): (i) Consolidated Statements of Operations, (ii) Consolidated Statement of Comprehensive Income (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Equity, (v) Consolidated Statements of Cash Flows, and (vi) Notes to Consolidated Financial Statements.

* Indicates a management contract or compensatory plan.

You may obtain a copy of any of these exhibits free of charge either on our website at <http://www.axcelis.com> or by contacting Investor Relations at Axcelis Technologies, Inc., 108 Cherry Hill Drive, Beverly, MA 01915-1053.

Schedule II—Valuation and Qualifying Accounts
Axcelis Technologies, Inc.
(In thousands)

	Balance at Beginning of Period	Charged to Costs and Expenses	Deductions	Other(*)	Balance at End of Period
Year ended December 31, 2016					
Allowance for doubtful accounts and returns(**)	\$ —	\$ 106	\$ (29)	\$ —	\$ 77
Reserve for excess and obsolete inventory(***)	10,465	1,051	(2,619)	—	8,897
Year ended December 31, 2015					
Allowance for doubtful accounts and returns	\$ 390	\$ —	\$ (390)	\$ —	\$ —
Reserve for excess and obsolete inventory(***)	23,642	1,185	(14,362)	—	10,465
Year ended December 31, 2014					
Allowance for doubtful accounts and returns	\$ 404	\$ —	\$ —	\$ (14)	\$ 390
Reserve for excess and obsolete inventory(***)	25,091	1,003	(2,452)	—	23,642

(*) Represents foreign currency translation adjustments.

(**) Deductions include the write-off of accounts receivable.

(***) Deductions include the disposal and sale of fully reserved inventory

Axcelis Technologies, Inc.
Named Executive Officer Base Compensation at March 14, 2017

This Exhibit discloses the current understandings with respect to base compensation between Axcelis Technologies, Inc. (the “Company”) and each of:

- the Company’s principal executive officer (Mary G. Puma),
- the Company’s principal financial officer (Kevin J. Brewer), and
- the three most highly compensated other executive officers serving as executive officers at December 31, 2016.

These executive officers are referred to herein as “named executive officers” or “NEOs.”

Mary G. Puma and the Company have entered into a written agreement addressing a minimum level of base salary due to the executive. The Company’s Amended and Restated Employment Agreement with Ms. Puma (“Puma Employment Agreement”) is listed as an Exhibit to this Form 10-K. Each of the other NEOs and the Company have entered into an Executive Separation Pay Agreement dated as of March 5, 2015 in which a termination without cause will entitle the executive to year of separation pay. The form of Executive Separation Pay Agreement is listed as an Exhibit to this Form 10-K.

The Company maintains that all executive officers, other than Ms. Puma, are employees at will and that the Company has no obligation to continue their employment, other in cases where such obligation arises under the Change of Control Agreements described in our Proxy Statement and filed as an Exhibit to this Form 10-K.

Rate of Base Pay

In the course of the employment relationship with each NEO, the Company communicates to the named executive officer the amount of base salary approved by the Compensation Committee of the Board of Directors, which compensation is subject to change in the discretion of the Compensation Committee of the Board of Directors (provided Ms. Puma’s employment agreement sets a minimum base pay amount). The following table sets forth the annual base salary as communicated to the named executive officers of the Company as in effect on March 8, 2016:

Named Executive Officer	Title	Rate of Annual Base Pay
Mary G. Puma	President and Chief Executive Officer	\$ 585,000
Kevin J. Brewer	Executive VP and Chief Financial Officer	\$ 385,000
William Bintz	Executive VP, Engineering and Marketing	\$ 330,000
John E. Aldeborgh	Executive VP, Global Customer Operations	\$ 330,000
Lynnette C. Fallon	Executive VP HR/Legal and General Counsel	\$ 320,000

Axcelis Technologies, Inc.
Non-Employee Director Cash Compensation at March 14, 2017

This Exhibit discloses the current understandings with respect to cash compensation between Axcelis Technologies, Inc. (the "Company") and each of its non-employee directors. Axcelis provides both cash retainers to its non-employee directors, as follows:

Annual Cash Retainers, paid quarterly in advance	
Board Member Retainer	\$50,000
Independent Chairman Premium	\$20,000
Committee Chair Retainers	
Audit Committee Chairman	\$15,000
Compensation Committee Chairman	\$10,000
Nominating and Governance Committee Chairman	\$7,500
Technology Committee Chairman	\$7,500
Committee Member (not Chairman) Retainers	
Audit Committee Member	\$10,000
Compensation Committee Member	\$7,500
Nominating and Governance Committee Member	\$5,000
Technology Committee Member	\$5,000

Non-employee directors also receive reimbursement of out-of-pocket expenses incurred in attending Board and committee meetings. Non-employee directors do not receive any Company-paid perquisites.

The Board of Directors may, from time to time, form committees in addition to the Audit, Compensation, Nominating and Governance and Technology Committees and set compensation for service on such additional committees.

AXCELIS TECHNOLOGIES, INC.

2012 EQUITY INCENTIVE PLAN

As approved by the Shareholders on May 2, 2012, May 14, 2013, May 13, 2014, May 13, 2015, and May 4, 2016, and as adjusted for the reverse stock split on June 30, 2016, and as amended by the Board of Directors on February 15, 2017 (shareholder approval not required)

1. *Purpose.*

The purpose of the Axcelis Technologies, Inc. 2012 Equity Incentive Plan (the "Plan") is to attract and retain persons who are expected to make important contributions to the Company and its Affiliates, to provide an incentive for them to achieve the Company's goals, and to enable them to participate in the growth of the Company by granting Awards with respect to the Company's Common Stock. Certain capitalized terms used herein are defined in Section 7 below.

2. *Administration.*

The Plan shall be administered by the Committee; provided, that the Board may in any instance perform any of the functions of the Committee hereunder. The Committee shall have authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the operation of the Plan as it shall from time to time consider advisable, and to interpret the provisions hereof in its discretion. The Committee's determinations hereunder shall be final and binding. The Committee may, subject to applicable law, delegate to one or more Executive Officers of the Company the power to make Awards to Participants who are not Reporting Persons or Covered Employees and all determinations hereunder with respect thereto, provided that the Committee shall fix the maximum number of shares that may be subject to such Awards.

3. *Eligibility.*

All directors and all employees and consultants of the Company or any Affiliate capable of contributing to the successful performance of the Company, other than any person who has irrevocably elected not to be eligible, are eligible to be Participants in the Plan.

4. *Stock Available for Awards.*

(a) *Amount.* Subject to adjustment under subsection 4(b), up to an aggregate of 3,762,500 shares of Common Stock may be issued pursuant to Awards, including Incentive Stock Options, under the Plan. For the purposes of counting shares hereunder:

- i. The number of shares issued as, or upon settlement of, any Award other than an Option or Stock Appreciation Right shall be multiplied by 1.5;
 - ii. Outstanding shares tendered by the Participant to pay for the exercise of an Option or Stock Appreciation Right, shares repurchased in the open market by the Company, and shares that are withheld by the Company to satisfy the exercise or tax withholding obligation upon exercise or vesting of an Award may not be netted out against shares of Common Stock issued pursuant to Awards hereunder;
-

iii. Shares subject to any Award granted under this Plan that are not issued because the Award expires, is terminated unexercised or is forfeited, in whole or in part, may be subject to new Awards without being deemed to exceed such maximum amount;

iv. Shares that are not issued under an award that is outstanding under the 2000 Stock Plan as of May 2, 2012 because such award expires, is terminated unexercised or is forfeited may be subject to new Awards under this Plan (other than Incentive Stock Options), without being deemed to exceed such maximum amount; and

v. Shares issued under this Plan as a result of the assumption or substitution of outstanding grants from an acquired company shall not be deemed to exceed such maximum amount.

Shares issued under the Plan may consist of authorized but unissued shares or treasury shares

(b) *Adjustments.* Upon any equity restructuring, whether a stock dividend, recapitalization, split-up or combination of shares, or otherwise, the number of shares in respect of which Awards may be made under the Plan, the number of shares subject to outstanding Awards, the exercise, purchase or conversion price with respect to any Award, and the limit on individual grants in subsection 5(c) shall be proportionately adjusted, provided that the number of shares subject to any Award shall always be a whole number. In the event the Committee determines that any other reorganization, recapitalization, merger, spin-off or other corporate transaction affects the Common Stock such that an adjustment is required in order to preserve the benefits intended to be provided by the Plan, the Committee shall equitably adjust any or all of the number and kind of shares in respect of which Awards may be made under the Plan, the number and kind of shares subject to outstanding Awards, the exercise, purchase or conversion price with respect to any Award, and the limit on individual grants in subsection 5(c), provided that the number of shares subject to any Award shall always be a whole number. If considered appropriate, the Committee may make provision for a cash payment with respect to all or part of an outstanding Award instead of or in addition to any such adjustment. Any adjustment made pursuant to this subsection shall be subject, in the case of Incentive Stock Options, to any limitation required under the Code.

5. *Awards under the Plan.*

(a) *Types of Awards.* The Committee may grant Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Stock Equivalents, and Awards of shares of Common Stock that are not subject to restrictions or forfeiture. The effectiveness of any such grant may be conditioned on the passage of time, the achievement of any Performance Goals, or the happening of any other event.

(b) *Terms and Conditions of Awards.*

(i) *Participants; Terms.* The Committee shall select the Participants to receive Awards and determine the terms and conditions of each Award. Without limiting the foregoing but subject to the other provisions of the Plan and applicable law, the Committee shall determine (A) the number of shares of Common Stock subject to each Award or the manner in which such number shall be determined, (B) the price, if any, a Participant shall pay to receive or exercise an Award or the manner in which such price shall be determined, (C) the time or times when an Award may vest or be exercised, settled, or transferred, (D) any Performance Goals, restrictions or other conditions to vesting, exercise, settlement, or transferability of an Award, (E) whether an Award may be settled in the form of cash, Common Stock

or other securities of the Company, Awards or other property, and the manner of calculating the amount or value thereof, (F) the duration of any Restricted Period or any other circumstances in which an Award may be forfeited to the Company, (G) the effect on an Award of the disability, death, retirement or other termination of employment or other service of a Participant, and (H) the extent to which, and the period during which, the Participant or the Participant's legal representative, guardian or Designated Beneficiary may receive payment of an Award or exercise rights thereunder. Except as otherwise provided hereby or in a particular Award, any determination or action with respect to an Award may be made or taken by the Committee at the time of grant or at any time thereafter.

(ii) *Options and Stock Appreciation Rights.* Incentive Stock Options may only be granted to persons eligible to receive such Options under the Code. The exercise price for any Option or Stock Appreciation Right shall not be less than 100% of the Fair Market Value of the Common Stock on the Date of Grant; provided that Options granted in substitution for options granted by a former employer to persons who become eligible to receive Awards hereunder as a result of a transaction described in Section 424(a) of the Code may, consistent with such Section, have a lower exercise price. No Option or Stock Appreciation Right shall have a term longer than seven (7) years. No Incentive Stock Option may be granted more than ten years after the Effective Date. The Committee shall determine the manner of calculating the excess in value of the shares of Common Stock over the exercise price of a Stock Appreciation Right.

(iii) *Restricted Stock and Restricted Stock Units.* Shares of Restricted Stock and shares subject to Restricted Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered, except as permitted by the Committee, during the applicable Restricted Period. Restricted Stock Units may be settled in shares of Common Stock or cash as determined by the Committee.

(iv) *Minimum Vesting Requirements.* Notwithstanding Sections 5(b)(i) or Section 6(e), with respect to Awards to Executive Officers:

(A) vesting, settlement, or lapse of forfeiture restrictions that is solely based on continued employment, service or the passage of time shall occur (A) with respect to no more than one-third of the shares subject to such Award per year and (B) over not less than four years from the date of grant with respect to the full number of shares subject to such Award; and

(B) vesting, settlement, or lapse of forfeiture restrictions that is based on the achievement of Performance Goals shall occur based on a Performance Period of at least one year;

provided that the foregoing limitations shall not (1) apply to vesting, settlement, or lapse of forfeiture restrictions in connection with the termination of employment or other service of a Participant by the Company or due to the Participant's disability, death or retirement nor (2) preclude the Committee from (x) exercising its discretion to accelerate the vesting of any Award upon a Transaction as contemplated by Section 5(b)(viii), (y) establishing a shorter vesting schedule for consultants or newly-hired employees, or (z) establishing a shorter schedule for vesting, settlement, or lapse of forfeiture restrictions on Awards that are granted in exchange for or in lieu of the right to receive the payment of an equivalent amount of salary, bonus or other compensation.

(v) *Payment of Exercise Price.* The Committee shall determine the form of consideration and manner of payment of the exercise price, if any, of any Award. Without limiting the foregoing, the Committee may, subject to applicable law, permit such payment to be made in whole or in part in cash or by surrender of shares of Common Stock (which may be shares retained from the respective Award or any other Award) valued at their Fair Market Value on the date of surrender, or such other lawful consideration, including a payment commitment of a financial or brokerage institution, as the Committee may determine. The Company may accept, in lieu of actual delivery of stock certificates, an attestation by the Participant in form acceptable to the Committee that he or she owns of record the shares to be tendered free and clear of claims and other encumbrances.

(vi) *Dividends.* In the discretion of the Committee, any Award may provide that dividends or dividend equivalents on shares of Common Stock underlying the Award may be credited to the Participant prior to the issuance of such shares of Common Stock upon vesting, or upon vesting and exercise, if applicable. However, such dividends or dividend equivalents may be paid to the Participant (in cash, in shares of Common Stock, or in the form of Awards under the Plan, as specified by the Committee) with or without interest as determined by the Committee only if, when and to the extent such Award vests and shares of Common Stock are issued upon vesting or upon vesting and exercise, if applicable. The value of dividends or other distributions credited with respect to shares of Common Stock underlying an Award that are not issued prior to the expiration of the Award shall be forfeited.

(vii) *Termination and Forfeiture.* The terms of any Award may include such continuing provisions for termination of the Award and/or forfeiture or recapture of any shares, cash or other property previously issued pursuant thereto relating to competition or other activity or circumstances detrimental to the Company as the Committee may determine to be in the Company's best interests. Without limiting the foregoing, the terms of any Award shall be subject to, and shall be deemed automatically amended to incorporate, any "clawback," "recapture," or similar policy adopted by the Company and in effect before or after the grant of such Award.

(viii) *Certain Extraordinary Transactions.* The Committee may in its discretion provide, at the time of grant or at any time thereafter, that in the case of any recapitalization, stock acquisition, merger, consolidation or other form of corporate transaction in which a company other than the Company is the surviving, continuing, successor or purchasing entity (a "Transaction"), the surviving, continuing, successor or purchasing entity or a parent or subsidiary of such entity may, without the consent of the Participant, assume the Company's rights and obligations under any Award or portion thereof outstanding immediately before the Transaction or substitute for any such outstanding Award or portion thereof a substantially equivalent award with respect to such entity's own stock or other property or cash, in either case with equitable adjustments in the number and type of shares or other assets subject to the Awards and the exercise, purchase or conversion price with respect to any Award, in light of the consideration received by the Company's stockholders in the Transaction. Any such Award that is not so assumed or substituted for shall terminate upon the consummation of such Transaction on such terms, if any, as the Committee shall provide. Notwithstanding the foregoing, if the stockholders of the Company receive consideration that is all or predominantly cash in exchange for their shares of common Stock in a Transaction, then, in order to preserve the Participants' rights under outstanding Awards, the Committee shall, without the need for consent of any Participant, either (A) cause any unexercisable or unvested portion of an Award outstanding immediately before the Transaction to become fully exercisable and vested prior to such Transaction (but effective only on consummation of

the Transaction), and any Options and Stock Appreciation Rights that have not been exercised as of the consummation of the Transaction shall thereupon terminate or (B) provide for payment to the Participant of cash, stock of another entity party to the Transaction, or other property with a Fair Market Value equal to the amount, if any, that would have been received upon the vesting, exercise, settlement, or transferability of the Award had any unexercisable or unvested portion of the Award become fully exercisable and vested and the Award been exercised or paid in connection with the Transaction, reduced (but not below zero) by the exercise or purchase price per share, if any, under such Award, whereupon the Award shall terminate. If any portion of such consideration may be received by Company's stockholders in the Transaction on a contingent or delayed basis, the Committee may, in its sole discretion, determine such Fair Market Value per share as of the time of the Transaction on the basis of the Committee's good faith estimate of the present value of the probable amount of future payment of such consideration.

In the event of a recapitalization, stock acquisition, merger, consolidation or other form of corporate transaction in which the Company is the surviving, continuing, successor or purchasing entity, the Committee may make equitable adjustments to outstanding Awards pursuant to Section 4(b).

(ix) *Documentation.* Each Award under the Plan shall be evidenced by documentation in the form prescribed from time to time by the Committee and delivered to or executed and delivered by the Participant specifying the terms and conditions of the Award and containing such other terms and conditions not inconsistent with the provisions hereof as the Committee considers necessary or advisable to achieve the purposes of the Plan or to comply with applicable law and accounting principles. Any such documentation may be maintained solely in electronic format.

(x) *In General.* Any Award may be made alone, in addition to, or in relation to any other Award. The terms of Awards of each type need not be identical, and the Committee need not treat Participants uniformly. No Award shall be transferable except upon such terms and conditions and to such extent as the Committee determines, provided that no Award shall be transferable for value and Incentive Stock Options may be transferable only to the extent permitted by the Code. No Award to any Participant subject to United States income taxation shall provide for the deferral of compensation that does not comply with Section 409A of the Code. The achievement or satisfaction of any Performance Goals, restrictions or other conditions to vesting, exercise, settlement, or transferability of an Award shall be determined by the Committee.

(c) *Limit on Individual Grants.* The maximum number of shares of Common Stock subject to Options, Stock Appreciation Rights and other Awards intended to satisfy the requirements for "performance-based compensation" within the meaning of Section 162(m) of the Code that may be granted to a Participant in any fiscal year may not exceed 312,500 shares, subject to adjustment under subsection 4(b). In the case of any performance-based Awards settled in cash, no more than \$1,000,000 may be paid to any Participant with respect to any one year of a Performance Period.

6. *General Provisions.*

(a) *Tax Withholding.* A Participant shall pay to the Company, or make provision satisfactory to the Committee for payment of, any taxes required by law to be withheld in respect of Awards under the Plan no later than the date of the event creating the tax liability. The Company and its Affiliates may, to the extent permitted by law, deduct any such tax obligations from any payment of any kind due to the

Participant under the Plan or otherwise. In the Committee's discretion, the minimum tax obligations required by law to be withheld in respect of Awards may be paid in whole or in part in shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of retention or delivery.

(b) *Legal Compliance.* The Company shall not be required to issue any shares of Common Stock or take any other action pursuant to the Plan unless the Company is satisfied that all requirements of law, or of any stock exchange on which the Common Stock is then listed, in connection therewith have been or will be complied with, and the Committee may impose any restrictions on the rights of Participants hereunder as it shall deem necessary or advisable to comply with any such requirements.

(c) *Foreign Nationals.* Awards may be made to Participants who are foreign nationals or employed outside the United States on such terms and conditions different from those specified herein as the Committee considers necessary or advisable to achieve the purposes of the Plan or to comply with applicable laws.

(d) *Awards Not Includable for Benefit Purposes.* Awards and other payments received by a Participant pursuant to the provisions of the Plan shall not be included in the determination of benefits under any pension, group insurance or other benefit plan applicable to the Participant which is maintained by the Company or any of its Affiliates, except as may be provided under the terms of such plans or determined by the Board.

(e) *Amendment, Exchange and Repurchase of Awards.*

(i) Subject to clauses (ii) and (iii) below, the Committee may amend, modify or terminate any outstanding Award, including without limitation changing the dates of vesting, exercise or settlement, causing the Award to be assumed by another entity, and substituting therefor another Award of the same or a different type, provided that the Participant's consent to such action shall be required unless the terms of this Plan or the Award permit such action, the Committee determines that such action is required by law or stock exchange rule, or the Committee determines that the action, taking into account any related action, would not materially and adversely affect the Participant.

(ii) Notwithstanding the attainment of Performance Goals in the case of any Award intended to satisfy the requirements for "performance-based compensation" within the meaning of Section 162(m) of the Code, the Committee may reduce (but not increase) the amount payable at a given level of performance to take into account additional factors that the Committee may deem relevant.

(iii) The foregoing notwithstanding, without further approval of the stockholders of the Company, (A) the Committee shall not authorize the amendment of any outstanding Option or Stock Appreciation Right to reduce the exercise price, (B) no Option or Stock Appreciation Right shall be canceled and replaced with an Award exercisable for Common Stock at a lower exercise price and (C) no Award shall be canceled in exchange for a cash payment from the Company to the Award owner, except under the limited circumstances described above in Section 5(b)(viii) relating to Transactions.

7. *Certain Definitions.* As used in this Plan:

"Affiliate" means any business entity in which the Company owns directly or indirectly 50% or more of the total voting power or has a significant financial interest as determined by the Committee.

“Award” means any award of shares of Common Stock or right with respect to shares described in Section 5(a).

“Board” means the Board of Directors of the Company.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor law.

“Committee” means one or more committees appointed by the Board to administer the Plan or a specified portion thereof. Each such committee shall be comprised of not less than two members of the Board who shall meet such criteria as the Board may specify from time to time.

“Common Stock” means the Common Stock, \$0.001 par value, of the Company.

“Company” means Axcelis Technologies, Inc., a Delaware corporation.

“Covered Employee” means a “covered employee” within the meaning of Section 162(m) of the Code.

“Date of Grant” means the date on which all requirements under applicable law and the Company’s certificate of incorporation and bylaws for the effective grant of an Award have been satisfied.

“Designated Beneficiary” means the beneficiary designated by a Participant, in a manner determined by the Committee, to receive amounts due or exercise rights of the Participant in the event of the Participant’s death. In the absence of an effective designation by a Participant, “Designated Beneficiary” means the Participant’s legal representative.

“Effective Date,” from time to time, means the most recent date that the Plan was adopted or, if earlier, that it was approved by the stockholders (including approval of the Plan as amended), as such terms are used in the regulations under Section 422 of the Code.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, or any successor law.

“Executive Officer” has the meaning given in Rule 3b-7 under the Exchange Act, or any successor provision.

“Fair Market Value” with respect to the Common Stock or other property means the fair market value thereof determined by such methods as shall be established by the Committee from time to time. Unless otherwise determined by the Committee in good faith, the per share Fair Market Value of the Common Stock as of any date shall mean (a) if the Common Stock is then listed or admitted to trading on a national securities exchange, (i) the last reported sale price on such date on the principal national securities exchange on which the Common Stock is then listed or admitted to trading, (ii) if no such reported sale took place on such date, the average of the closing bid and asked prices on such exchange on such date, or (iii) if neither (i) nor (ii) applies, the last reported sale price on the next preceding date on which trading took place, or (b) if the Common Stock is then traded in the over-the-counter market, the average of the closing bid and asked prices on such date, as reported by The Wall Street Journal or other appropriate publication selected by the Committee, for the over-the-counter market.

“Incentive Stock Option” means an Option complying with the requirements of Section 422 of the Code or any successor provision and any regulations thereunder.

“Option” means a right to purchase shares of Common Stock and may be an Incentive Stock Option if specified by the Committee.

“Participant” means a person selected by the Committee to receive an Award under the Plan.

“Performance Goals” means, in the case of Awards intended to satisfy the requirements for “performance-based compensation” within the meaning of Section 162(m) of the Code, one or more objective performance goals established by the Committee, based on one or more of the following criteria: revenue; revenue growth; sales; expenses; margins; net income; earnings or earnings per share; cash flow; stock price; shareholder return; return on investment; return on invested capital, assets, or equity; profit before or after tax; operating profit; operating margin; return on research and development investment; market capitalization; quality improvements; market share; cycle time reductions; customer satisfaction measures; strategic positioning or marketing programs; market penetration or expansion; business / information systems improvements; expense management; infrastructure support programs; human resource programs; customer programs; technology development programs; goals relating to acquisitions or divestitures, or any combination of the foregoing, including without limitation goals based on any of such measures relative to peer groups or market indices, and may be particular to a Participant or may be based, in whole or in part, on the performance of the division, department, line of business, subsidiary, or other business unit, whether or not legally constituted, in which the Participant works or on the performance of the Company generally.

“Performance Period” means any period of service of at least one year designated by the Committee as applicable to an Award intended to satisfy the requirements for “performance-based compensation.”

“Reporting Person” means a person subject to Section 16 of the Exchange Act.

“Restricted Period” means any period during which an Award or any part thereof may be forfeited to the Company.

“Restricted Stock” means shares of Common Stock that are subject to forfeiture to the Company.

“Restricted Stock Unit” means the right, subject to forfeiture, to receive the value of a share of Common Stock in the future, payable in the form of cash, Common Stock or other securities of the Company, Awards or other property, and is an unfunded and unsecured obligation of the Company.

“Stock Appreciation Right” means the right to receive any excess in value of shares of Common Stock over the exercise price of such right.

“Stock Equivalent” means the right to receive payment from the Company based in whole or in part on the value of the Common Stock, payable in the form of cash, Common Stock or other securities of the Company, Awards or other property, and may include without limitation phantom stock, performance units, and Stock Appreciation Rights.

“Termination of employment or other service of a Participant” means the voluntary or involuntary termination of a Participant’s employment with the Company or an Affiliate for any reason, including death, disability, retirement or as the result of the divestiture of the Participant’s employer or any similar transaction in which the Participant’s employer ceases to be the Company or one of its Affiliates. Whether entering military or other government service shall constitute “termination of employment or other service,” or whether a “termination of employment or other service” shall occur as a result of

disability, shall be determined in each case by the Committee in its sole discretion before or after the grant of the respective Award. In the case of a member of the Board or consultant who is not an employee of the Company or an Affiliate, "termination of employment or other service" shall mean the voluntary or involuntary termination of Board service or the consulting relationship, as the case may be, for any reason.

"Transferable for value" means a transfer on terms that would prevent the Company from relying on Securities and Exchange Commission Form S-8 (or any successor form) with respect to the issuance of the Common Stock underlying the respective Award.

8. *Miscellaneous.*

(a) *No Rights with Respect to Service.* No person shall have any claim or right hereunder to be granted an Award. Neither the adoption, maintenance, or operation of the Plan nor any Award hereunder shall confer upon any person any right with respect to the continuance of his or her employment by or other service with the Company or any Affiliate nor shall they interfere with the rights of the Company or any Affiliate to terminate or otherwise change the terms of such service at any time, including, without limitation, the right to promote, demote or otherwise re-assign any person from one position to another within the Company or any Affiliate. Unless the Committee otherwise provides in any case, the service of a Participant with an Affiliate shall be deemed to terminate for purposes of the Plan when such Affiliate ceases to be an Affiliate of the Company.

(b) *No Rights as Stockholder.* Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be issued under the Plan until he or she becomes the holder thereof. A Participant to whom Common Stock is awarded will be considered the holder of such Common Stock at the time of the Award, except as otherwise provided in the applicable Award.

(c) *Amendment of Plan.* The Board may amend, suspend or terminate the Plan or any portion thereof at any time, subject to such stockholder approval as the Board determines to be necessary or advisable to comply with any tax or regulatory requirement.

**AXCELIS TECHNOLOGIES, INC.
CHANGE IN CONTROL SEVERANCE AGREEMENT**

THIS AGREEMENT, dated _____, 20__, is made by and between Axcelis Technologies, Inc. (the "Company"), and _____ (the "Executive") residing at _____.

WHEREAS, the Company considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its stockholders; and

WHEREAS, the Executive is expected to make, due to the Executive's intimate knowledge of the business and affairs of the Company, its policies, methods, personnel and problems, a significant contribution to the profitability, growth and financial strength of the Company; and

WHEREAS, the Company, as a publicly held corporation, recognizes that the possibility of a Change in Control may exist, and that such possibility and the uncertainty and questions which it may raise among management may result in the departure or distraction of the Executive in the performance of the Executive's duties, to the detriment of the Company and its stockholders; and

WHEREAS, it is in the best interests of the Company and its stockholders to reinforce and encourage the continued attention and dedication of management personnel, including the Executive, to their assigned duties without distraction and to ensure the continued availability to the Company of the Executive in the event of a Change in Control.

THEREFORE, in consideration of the foregoing and other respective covenants and agreements of the parties herein contained, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein are defined in Appendix A.
2. Term of Agreement. The term of this Agreement (the "Term") shall commence on _____, 20__ and shall continue in effect through January 1, 20__; provided, however, that commencing on January 1, 20__ and each January 1st thereafter, the Term shall automatically be extended for one additional year unless, not later than April 1 of the preceding year, the Company or the Executive shall have given notice not to extend the Term; and further provided, however, that if a Change in Control shall have occurred during the Term, the Term shall expire on the last day of the twenty-fourth (24th) month following the month in which such Change in Control occurred.

3. Company's Covenants Summarized. In order to induce the Executive to remain in the employ of the Company and in consideration of the Executive's covenants in Section 4, the Company, under the conditions described herein, shall pay the Executive the Severance Payments and the other payments and benefits described herein. No Severance Payments shall be payable under this Agreement unless there shall have been (or, pursuant to the second sentence of Section 6.1, there shall be deemed to have been) a termination of the Executive's employment with the Company following a Change in Control and during the Term. This Agreement shall not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company.
4. The Executive's Covenants. Subject to the terms and conditions of this Agreement, in the event of a Potential Change in Control, the Executive shall remain in the employ of the Company until the earliest of (i) the date which is six (6) months from the date of the first occurrence of a Potential Change in Control, (ii) the date of a Change in Control, (iii) the date of termination by the Executive of the Executive's employment for Good Reason or by reason of death, Disability or retirement, or (iv) the termination by the Company of the Executive's employment for any reason.
5. Compensation Following a Change of Control.
 - 5.1. Minimum Compensation. Following a Change in Control, at a minimum, the Company shall pay the Base Salary to the Executive through the Date of Termination (as defined in Section 7.2), together with all compensation and benefits payable to the Executive through the Date of Termination under the terms of the Company's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Change of Control or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason.
 - 5.2. Executive Disability. Notwithstanding any provision of any short or long-term disability plan, in the event that the Executive fails, due to a mental or physical disability, to perform the Executive's full-time duties with the Company following a Change of Control, the Company's obligations under Section 5.1 shall continue until the Executive resumes the full time performance of such duties or the Executive's employment is terminated by the Company for Disability (as defined in Appendix A).
 - 5.3. Other Separation Benefits. Except as provided in the last two sentences of this section, if the Executive's employment shall be terminated for any reason following a Change in Control, in addition to any payments and benefits due under this Agreement, the Company shall pay or provide to the Executive any post-termination compensation and benefits as may be due under

any retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason (“Other Termination Programs”). Such post-termination compensation and benefits shall be determined under, and paid in accordance with the provisions of the Other Termination Programs. Notwithstanding the foregoing, if the Executive is entitled to receive cash separation pay under both this Agreement and [the Employment Agreement with the Executive dated November 6, 2007] [the Executive Separation Pay Agreement with the Executive dated { _____ __, 20__ } {March 5, 2015}] (the “Other Separation Benefit”) for the same termination of employment, then the Executive shall receive the greater of the two cash amounts due *but not the aggregate of the amounts under both this Agreement and the Other Separation Benefit*. With respect to any non-cash benefits due under the Other Separation Benefit, the Executive shall be entitled to receive such non-cash benefit if due thereunder to the extent not also due under this Agreement.

6. Severance Payments.

6.1. Events Triggering Severance Payments. If the Executive's employment is terminated within twenty-four (24) months following a Change in Control, other than (a) by the Company for Cause, (b) by reason of death or Disability, or (c) by the Executive without Good Reason, then the Company shall, provided Executive delivers a Release in accordance with Section 6.2, pay the Executive the amounts, and provide the Executive the benefits, described in this Section 6 (“Severance Payments”), in addition to any payments and benefits to which the Executive is entitled under Section 5. For purposes of this Agreement, the Executive's employment shall be deemed to have been terminated within twenty-four (24) months following a Change in Control and during the Term by the Company without Cause or by the Executive with Good Reason, if:

- (A) (i) the Executive's employment is terminated by the Company without Cause during a Potential Change in Control Period, or (ii) the Executive terminates Executive's employment for Good Reason during a Potential Change in Control Period; and
- (B) a Change of Control actually occurs before the end of the Potential Change in Control Period.

In the event that the Executive's employment is terminated in the manner described in the preceding sentence during a Potential Change in Control Period, Executive shall be entitled to the benefits of this Agreement (subject to the provisions of Section 5.3) as if Executive's employment were terminated immediately after the Change in Control, provided that if the benefits of Section 6.6 are not available, given the lapse of time between the Executive's actual termination of employment and Executive's entitlement to such benefits, the Company shall

provide an equivalent value to the Executive. Accordingly, the Executive shall not be entitled to benefits pursuant to this Section 6 unless a Change in Control shall have occurred during the Term.

- 2.1. Release. Notwithstanding anything to the contrary herein, the payment to the Executive of any Severance Payments shall be subject to the execution and non-revocation by the Executive of the Company's standard form of release in favor of the Company and its Affiliates, as in effect immediately prior to the Change in Control (a "Release"), which must become effective and irrevocable no later than the sixtieth (60th) day following the Executive's termination of employment (the "Release Deadline"). If the Release does not become effective and irrevocable by the Release Deadline, the Executive will forfeit any right to Severance Payments under this Agreement. In the event the termination of employment occurs within sixty (60) days before the end of a calendar year, any Severance Payments that would be considered Deferred Payments (as defined below) will be paid on the first payroll date to occur that occurs (a) during the following calendar year and (b) after the date the Release becomes effective and non-revocable.
- 2.2. Lump Sum Severance Payment. The Company shall pay to the Executive a lump sum severance payment, in cash, equal to [2] [1.5] times the sum of (a) the Base Salary, and (b) the target annual bonus opportunity communicated to the Executive under the Company's annual incentive plan for the fiscal year in which the Date of Termination occurs. Such target annual bonus shall be determined without giving effect to any event or circumstance constituting Good Reason, and assuming for this purpose attainment of 100% of any applicable target or individual performance assessment. If the applicable target bonus for the Executive would have been pro-rated for a partial fiscal year, such target bonus shall be recalculated for purposes of this Section 6.3 to equal the amount for which the Executive would have been eligible for the entire fiscal year.
- 2.3. Post Termination Benefits. For the [two year] [eighteen (18) month] period immediately following the Date of Termination, the Company shall arrange to provide the Executive and the Executive's dependents health insurance benefits substantially similar to those provided to the Executive and the Executive's dependents immediately prior to the Date of Termination or, if more favorable to the Executive, those provided to the Executive and the Executive's dependents immediately prior to the first occurrence of an event or circumstance constituting Good Reason. The Company's obligations to the Executive under the foregoing sentence shall be fulfilled [for the first 18 months of such two year period] if Executive elects to continue health coverage under the Company's health plan in accordance with the continuation requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA), and the Company pays for the full cost of such coverage until the end of the eighteenth month after the

Date of Termination. In addition, the Executive shall be entitled to receive all benefits accrued by the Executive as of the Date of Termination under all qualified and nonqualified retirement, pension, profit sharing and similar plans of the Company in such manner and at such time as are provided under the terms of such plans. The cost of providing the benefits set forth in this Section 6.4 shall be in addition to (and shall not reduce) the Severance Payments.

- 2.4. Pro-Rated Current Year Cash Incentive. The Company shall pay to the Executive a prorated portion of the Executive's target annual bonus opportunity communicated to the Executive under the Company's annual incentive plan for the fiscal year in which the Date of Termination occurs. Such target annual bonus shall be determined without giving effect to any event or circumstance constituting Good Reason, and assuming for this purpose attainment of 100% of any applicable target or individual performance assessment. The pro-rated amount due under this Section 6.5 shall be calculated by multiplying (i) target annual bonus opportunity by (ii) a fraction, the numerator of which is the number of days in the applicable fiscal year through the Date of Termination and the denominator of which is 365. The foregoing payment shall be reduced by the sum of any amounts previously paid to the Executive with respect to such annual bonus opportunity.
- 2.5. Acceleration of Vesting of Equity Awards. Notwithstanding anything to the contrary contained in any equity plan or arrangement of the Company or any agreement between the Company and the Executive (but subject to the provisions of Section 6.10(d)), upon the occurrence of a Change in Control, any outstanding stock option, restricted stock or other equity or equity-based award granted to the Executive shall become immediately vested and exercisable if the Executive becomes entitled to Severance Payments.
- 2.6. No Mitigation. If the Executive's employment with the Company terminates following a Change in Control, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 6. The amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.
- 2.7. Limitation on Payments. In the event that the Severance Payments and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 6.8, would be subject to the excise tax imposed by Section 4999 of the Code, then such payments and benefits will be either:

(a) delivered in full, or

(b) delivered to such lesser extent that would result in no portion of such payments and benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in receipt by the Executive on an after-tax basis, of the greatest amount of payment and benefits.

If a reduction in Severance Payments and other benefits constituting “parachute payments” is necessary so that payments and benefits are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments; (ii) cancellation of awards granted “contingent on a change in ownership or control” (within the meaning of Code Section 280G), (iii) cancellation of accelerated vesting of equity awards; (iv) reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled on a pro-rata basis as between equity awards that are covered by Section 409A of the Code and those that are not (or such other manner that complies with Section 409A of the Code).

Unless the Company and the Executive otherwise agree in writing, any determination required under this Section 6.8 will be made in writing by the Company’s independent public accountants immediately prior to a Change in Control or such other person or entity to which the parties mutually agree (the “Firm”), whose determination will be conclusive and binding upon the Executive and the Company. For purposes of making the calculations required by this Section 6.8, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may incur in connection with any calculations contemplated by this Section 6.8.

2.8. Timing of Payments. Subject to Section 6.2 and Section 6.10, the payments provided in Sections 6.3 and 6.5 shall be made on the eighth (8th) day following the delivery of a Release.

2.9. Internal Revenue Code Section 409A.

- a) Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.
- b) For purposes of payment of any Deferred Payments under this Agreement, the Executive’s employment with the Company will not be treated as terminated unless and until such termination of employment constitutes a “separation from service” for purposes of Section 409A of the Code. If the Executive is a “specified employee” within the meaning of

Section 409A of the Code at the time of the Executive's separation from service, any Deferred Payments that otherwise are payable within the first six (6) months following the Executive's separation from service will become payable on the first payroll date that occurs on or after the earliest of (x) the date six (6) months and one (1) day following the date of the Executive's separation from service, (y) the date of the Executive's death, and (z) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Section 409A(a)(2)(B)(i) period, any payments delayed in accordance with this paragraph will be paid to the Executive in a lump sum, and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. No interest shall be due on any amounts so deferred.

- c) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (b) above. Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (b) above.
- d) Amounts paid pursuant to Section 6.4 (that is, continued health insurance premiums) are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulations Section 1.409A-1(b)(9)(v)(B) and to the extent not so exempt or otherwise exempt, are intended to be paid in compliance with Treasury Regulations Section 1.409A-3(a)(1), the provisions of which are expressly incorporated into this Agreement by reference.
- e) It is intended that all of the benefits and payments under this Agreement comply with, or be exempt from, the requirements of Section 409A of the Code so that none of the payments and benefits to be provided under the Agreement will be subject to the additional tax imposed under Section 409A of the Code, and any ambiguities herein will be interpreted to so comply or be exempt. The Executive and the Company agree to work together in good faith to consider amendments to the Agreement and to take such reasonable actions that are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to the Executive under Section 409A of the Code. In no event will the Company reimburse the Executive for any taxes that may be imposed on the Executive as result of Section 409A of the Code.

3. Termination Procedures and Disputes.

- 3.1. Notice of Termination. After a Change in Control, any purported termination of the Executive's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto in accordance with Section 9. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. Further, a Notice of Termination for Cause is required to include a copy of a resolution duly adopted by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Board at a meeting of the Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Executive was guilty of conduct set forth in clause (i), (ii) or (iii) of the definition of Cause herein, and specifying the particulars thereof in detail.
- 3.2. Date of Termination. "Date of Termination," with respect to any purported termination of the Executive's employment after a Change in Control, shall mean (i) if the Executive's employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided, that the Executive shall not have returned to the full-time performance of the Executive's duties during such thirty (30) day period), and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination by the Company, shall not be less than ninety (90) days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, shall not be less than fifteen (15) days nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).
- 3.3. Board Authority. All claims by the Executive for benefits under this Agreement shall be directed to the Chairman of the Board of Directors and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.
- 3.4. Arbitration; Specific Performance of Pre-Termination Pay. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding any provision of this Agreement to the contrary, the Executive

shall be entitled to seek specific performance of the Executive's right to be paid until the Date of Termination during the pendency of any dispute or controversy arising under or in connection with this Agreement.

- 3.5. Reimbursement for Good Faith Enforcement Expense. The Company shall pay to the Executive all legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive's employment, in seeking in good faith to obtain or enforce any benefit or right provided by this Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Section 4999 of the Code to any payment or benefit provided hereunder. Such payments shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require. The Executive's reimbursement rights described in this Section 7.5 shall remain in effect for the life of the Executive, provided, that, in order for the Executive to be entitled to reimbursement hereunder, the Executive must submit the written reimbursement request described above within 180 days following the date upon which the applicable fee or expense is incurred.

4. Successors; Binding Agreement.
 - 4.1. Assumption of Obligations by Successor. In addition to any obligations imposed by law upon any successor to the Company, the Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement.

 - 4.2. Benefit to Executive's Representatives and Estate. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

5. Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the last known residence address of the Executive or in the case of the Company, to its principal office to the attention of the Chief Executive Officer of the Company with a copy to its clerk or Secretary, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.
6. Miscellaneous.
- 6.1. No Waiver. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer of the Company as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- 6.2. Entire Agreement. This Agreement supersedes any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof which have been made by either party; provided, however, that this Agreement shall not supersede the Indemnification Agreement between the Executive and the Company, and [the Employment Agreement with the Executive dated November 6, 2007] [the Executive Separation Pay Agreement with the Executive dated { _____, 20__ } {March 5, 2015}], although Section 5.3 addresses the interaction of this Agreement and such other agreement.
- 6.3. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 6.4. References to Legal Provisions. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed.
- 6.5. Performance After Term. The obligations of the Company under this Agreement which by their nature may require either partial or total performance after the expiration of

the Term (including, without limitation, those under Sections 6 and 7) shall survive such expiration.

- 6.6. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 6.7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AXCELIS TECHNOLOGIES, INC.

By: _____

Name:

Title:

[Executive]

Appendix A – Definitions to Change of Control Agreement

“Affiliate” shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

“Base Salary” shall mean the annual base salary in effect for the Executive immediately prior to a Change in Control, as such salary may be increased from time to time during the Term (in which case such increased amount shall be the Base Salary for purposes hereof), but without giving effect to any reduction thereto.

“Beneficial Owner” shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

“Board” shall mean the Board of Directors of the Company.

“Cause” for termination by the Company of the Executive's employment shall mean (i) the willful and continued failure by the Executive (other than any such failure resulting from (A) the Executive's incapacity due to physical or mental illness, (B) any such actual or anticipated failure after the issuance of a Notice of Termination by the Executive for Good Reason or (C) the Company's active or passive obstruction of the performance of the Executive's duties and responsibilities) to perform substantially the duties and responsibilities of the Executive's position with the Company after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed such duties or responsibilities; (ii) the conviction of the Executive by a court of competent jurisdiction for felony criminal conduct; or (iii) the willful engaging by the Executive in fraud or dishonesty which is demonstrably and materially injurious to the Company or its reputation, monetarily or otherwise. No act, or failure to act, on the Executive's part shall be deemed “willful” unless committed or omitted by the Executive in bad faith and without reasonable belief that the Executive's act or failure to act was in, or not opposed to, the best interest of the Company. It is also expressly understood that the Executive's attention to matters not directly related to the business of the Company shall not provide a basis for termination for Cause so long as the Board has approved the Executive's engagement in such activities.

A “Change in Control” shall be deemed to have occurred if any of the events set forth in any one of the following paragraphs shall have occurred:

- a) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 50% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in Section (c) below;

- b) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended;
- c) there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least 50% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; or
- d) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding anything in the foregoing to the contrary, no Change in Control shall be deemed to have occurred for purposes of this Agreement by virtue of any transaction which results in the Executive, or a group of Persons which includes the Executive, acquiring, directly or indirectly, 25% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Company” shall mean Axcelis Technologies, Inc. and, except in determining whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

“Date of Termination” shall have the meaning set forth in Section 7.2.

“Deferred Payments” means any payments or benefits provided for in this Agreement and/or under any other agreement that are deemed to be deferred compensation within the meaning of Section 409A of the Code.

“Disability” shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of one hundred twenty (120) days, the Company shall have given the Executive a Notice of Termination for Disability, and, within thirty (30) days after such Notice of Termination is given, the Executive shall not have returned to the full-time performance of the Executive's duties. Any question as to the existence of the Executive's Disability upon which the Executive and the Company cannot agree shall be determined by a qualified independent physician selected by the Executive (or, if the Executive is unable to make such selection, it shall be made by any adult member of the Executive's immediate family), and approved by the Company. The determination of such physician made in writing to the Company and to the Executive shall be final and conclusive for all purposes of this Agreement, absent fraud.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“Executive” shall mean the individual named in the first paragraph of this Agreement.

“Firm” shall have the meaning set forth in Section 6.8.

“Good Reason” for termination by the Executive of the Executive's employment shall mean the occurrence (without the Executive's express written consent) after any Change in Control, or prior to a Change in Control under the circumstances described in the second sentence of Section 6.1 (treating all references in subsections (A) through (F) below (but not including subsection (G) below) to a “Change in Control” as references to a “Potential Change in Control”), of any one of the following acts by the Company, or failures by the Company to act, unless, in the case of any act or failure to act described in subsection (A), (B), (C), (D), (E) or (G) below, such act or failure to act is corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof:

- (A) an adverse change in the Executive's role or position(s) as an officer of the Company as in effect immediately prior to the Change in Control, including, without limitation, any adverse change in the Executive's role or position as a result of a diminution of the Executive's duties or responsibilities (other than, if applicable, any such change directly and solely attributable to the fact that the Company is no longer publicly owned) or the assignment to the Executive of any duties or responsibilities which are inconsistent with such role or position(s), or any removal of the Executive from, or any failure to reappoint or reelect the Executive to, such position(s);

- (B) a reduction in the Executive's Base Salary;
- (C) the failure by the Company or any subsidiary of the Company to continue in effect any Plan in which the Executive is participating at the time of the Change in Control (or Plans providing the Executive with at least substantially similar benefits) other than as a result of the normal expiration of any such Plan in accordance with its terms as in effect at the time of the Change in Control, or the taking of any action, or the failure to act, by the Company which would adversely affect the Executive's continued participation in any of such Plans on at least as favorable a basis to the Executive as is the case on the date of the Change in Control or which would materially reduce the Executive's benefits in the future under any of such Plans or deprive the Executive of any material benefit enjoyed by the Executive at the time of the Change in Control;
- (D) the Company requiring the Executive to be based at an office that is greater than 50 miles from where the Executive's office is located immediately prior to the Change in Control except for required travel on the Company's business to an extent substantially consistent with the business travel obligations which the Executive undertook on behalf of the Company prior to the Change in Control;
- (E) any unreasonable refusal by the Company to continue to allow the Executive to attend to matters or engage in activities not directly related to the business of the Company which, prior to the Change in Control, the Executive was permitted by the Board to attend to or engage in;
- (F) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 7.1; for purposes of this Agreement, no such purported termination shall be effective; or
- (G) a breach by the Company of its obligations under Section 8.1 hereof.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. In order for Good Reason to exist hereunder, the Executive must provide notice to the Company of the existence of the condition or circumstance described above within 90 days of the initial existence of the condition or circumstance (or, if later, within 90 days of the Executive's becoming aware of such condition or circumstance), and the Company must have failed to cure such condition within 30 days of the receipt of such notice. Subject to the preceding sentence, the Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

For purposes of any determination regarding the existence of Good Reason, any good faith claim by the Executive that Good Reason exists shall be presumed to be correct unless the Company establishes to the Board by clear and convincing evidence that Good Reason does not exist.

“Notice of Termination” shall have the meaning set forth in Section 7.1.

“Other Termination Programs” shall have the meaning set forth in Section 5.3.

“Other Separation Benefit” shall have the meaning set forth in Section 5.3.

“Person” shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

“Plan” shall mean any compensation plan such as an incentive plan, or any employee benefit plan such as a thrift, pension, profit sharing, medical, disability, accident, life insurance plan or a relocation or vacation plan or policy or any other plan, program or policy of the Company or its subsidiaries intended to benefit employees, but excluding following a Change in Control (but not during a Potential Change in Control Period) any stock option, restricted stock or other stock-based plan or benefit except with respect to any awards outstanding under any such plan as of the date of the Change in Control.

“Potential Change in Control” shall be deemed to have occurred if the event set forth in any one of the following subsections shall have occurred:

- (A) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;
- (B) the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;
- (C) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 15% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities; or
- (D) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

“Potential Change in Control Period” shall commence upon the occurrence of a Potential Change in Control and shall lapse upon the occurrence of a Change in Control or, if earlier (i) with respect to a Potential Change in Control occurring pursuant to clause (A), immediately upon the abandonment or termination of the applicable agreement, (ii) with respect to a Potential Change in Control occurring pursuant to clause (B), immediately upon a public announcement by the applicable party that such party has abandoned its intention to take or consider taking actions which if consummated would result in a Change in Control, or (iii) with respect to a Potential Change in Control occurring pursuant to clauses (C) or (D), upon the one year anniversary of the occurrence of a Potential Change in Control (or such earlier date as may be determined by the Board). Multiple Potential Change in Control Periods may occur during the Term, and may overlap or be consecutive in time.

“Release” shall have the meaning set forth in Section 6.2.

“Release Deadline” shall have the meaning set forth in Section 6.2.

“Section 409A Limit” means the lesser of two times: (i) the Executive’s annualized compensation based upon the annual rate of pay paid to the Executive during the Executive’s taxable year preceding the Executive’s taxable year of Executive’s termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulations 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive’s employment is terminated.

“Severance Payments” shall have the meaning set forth in Section 6.1.

“Term” shall mean the period of time described in Section 2 (including any extension, continuation or termination described therein).

Axcelis Technologies, Inc.
Exhibit 21.1 to Form 10-K for the year ended December 31, 2016
Subsidiaries

The following is a list of all direct and indirect wholly-owned subsidiaries of Axcelis Technologies, Inc. as of the date hereof:

Domestic Subsidiaries

1. Axcelis Technologies (Israel) Inc., a Delaware corporation

European Subsidiaries

2. Axcelis Technologies GmbH (Germany)
3. Axcelis Technologies, Srl (Italy)
4. Axcelis Technologies, Sarl (France)

Asian Subsidiaries

5. Axcelis Technologies, KK (Japan)
6. Axcelis Technologies Limited (Korea)
7. Axcelis Technologies, Ltd. (Taiwan)
8. Axcelis Technologies Pte. Ltd. (Singapore)
9. Axcelis Technologies Semiconductor Trading (Shanghai) Co., Ltd. (Peoples Republic of China)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statements (Form S-8 No. 333-181750, 333-188967, 333-196157 and 333-204544) pertaining to the 2012 Equity Incentive Plan of Axcelis Technologies, Inc.,
- (2) Registration Statement (Form S-8 No. 333-49726) pertaining to the Employee Stock Purchase Plan of Axcelis Technologies, Inc.,
- (3) Registration Statement (Form S-8 No. 333-49768) pertaining to the 2000 Stock Plan of Axcelis Technologies, Inc.,
- (4) Registration Statement (Form S-8 No. 333-120356) pertaining to the 2000 Stock Plan and 2012 Equity Incentive Plan, and
- (5) Registration Statement (Form S-3 No. 333-192533) pertaining to the registration of securities;

of our reports dated March 14, 2017, with respect to the consolidated financial statements and schedule of Axcelis Technologies, Inc. and the effectiveness of internal control over financial reporting of Axcelis Technologies, Inc., included in this Annual Report (Form 10-K) of Axcelis Technologies, Inc. for the year ended December 31, 2016.

/s/ Ernst & Young LLP
Boston, Massachusetts
March 14, 2017

**CERTIFICATION
of the Principal Executive Officer
Pursuant to Rule 13a-14(a)/15d-14(a) (implementing Section 302 of the Sarbanes-Oxley Act)**

I, Mary G. Puma, certify that:

1. I have reviewed this annual report on Form 10-K of Axcelis Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2017

/s/ Mary G. Puma

Mary G. Puma,
Chief Executive Officer and President

**CERTIFICATION
of the Principal Financial Officer
Pursuant to Rule 13a-14(a)/15d-14(a) (implementing Section 302 of the Sarbanes-Oxley Act)**

I, Kevin J. Brewer, certify that:

1. I have reviewed this annual report on Form 10-K of Axcelis Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2017

/s/ Kevin J. Brewer

Kevin J. Brewer,

Executive Vice President and Chief Financial Officer

AXCELIS TECHNOLOGIES, INC.
Certification of the Chief Executive Officer
Pursuant to Section 1350 of Chapter 63 of title 18 of the United States Code

The undersigned Chief Executive Officer of Axcelis Technologies, Inc., a Delaware corporation, hereby certifies, for the purposes of Section 1350 of Chapter 63 of title 18 of the United States Code (as implemented by Section 906 of the Sarbanes-Oxley Act of 2002) as follows:

This Form 10-K annual report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and the information contained herein fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certification as of March 14, 2017.

/s/ Mary G. Puma

Mary G. Puma

*Chief Executive Officer and President of Axcelis
Technologies, Inc.*

AXCELIS TECHNOLOGIES, INC.
Certification of the Chief Financial Officer
Pursuant to Section 1350 of Chapter 63 of title 18 of the United States Code

The undersigned Chief Financial Officer of Axcelis Technologies, Inc., a Delaware corporation, hereby certifies, for the purposes of Section 1350 of Chapter 63 of title 18 of the United States Code (as implemented by Section 906 of the Sarbanes-Oxley Act of 2002) as follows:

This Form 10-K annual report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and the information contained herein fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certification as of March 14, 2017.

/s/ Kevin J. Brewer

Kevin J. Brewer

*Executive Vice President and Chief Financial Officer of
Axcelis Technologies, Inc.*