

ATTACHMENT A - DESCRIPTION AND PRICE LIST

1. Description

WinXAS is a XAS data analysis program for PCs running MS-Windows® 95/98/2000/NT or later. WinXAS contains all necessary numerical algorithms and procedures for standard XAS data analysis. Owing to its open and flexible data file structure, WinXAS can read a variety of different multiple column data files. Besides its numerical and standard XAS features, WinXAS contains several routines for the analysis of energy dispersive XAS data. Furthermore, WinXAS macro can be employed in a serial treatment to a large number of consecutive spectra obtained from time-resolved experiments. The software package comes with a user manual in PS and HTML format (to be read with an internet browser).

2. Fee for Non-Corporate Use (License, Distribution and Handling)

New license, distribution and handling fees for academic, non-profit and government laboratories for WinXAS v3.1 is EURO 200. Fees for each additional system on which the code is installed are 50% of the new license fees.

3. Fee for Corporate Use (License, Distribution and Handling)

Fee for WinXAS v3.1 is EURO 500. Fees for each additional system on which the code is installed are 50% of the new license fees.

4. Updates and New Releases

All licensees will be informed of major new release availability. Updates will be available at no charge.

5. Payment and Software Delivery

All payments will be by check or by electronic bank transfer, payable to Thorsten Ressler, and sent to the WinXAS address (please see order form for address details). Include one copy of the completed license agreement together with the order form. Delivery will be by electronic transfer only (e-mail). **Delivery cannot be made until payment has been received.**

6. System Requirements

WinXAS is running under the operation system MS Windows® 95/98/2000/NT/XP or later. WinXAS requires 1.5 MB free hard drive space and 32 MB RAM minimum. A Pentium Processor and SVGA monitor resolution is recommended.

WinXAS PROGRAM USER SOFTWARE LICENSE AGREEMENT

Agreement made this _____ day of _____ (hereinafter the "EFFECTIVE DATE") between Thorsten Ressler (hereinafter "TR") and

_____ (hereinafter the "LICENSEE").

I. LICENSE

TR grants and LICENSEE accepts a non-exclusive, non-transferable license at LICENSEE's

_____ site, for

WinXAS Software, described in Attachment A.

II. DISTRIBUTION FEE

WinXAS Software is provided at a nominal distribution fee only for academic, non-profit and government laboratory use. All other entities are subject to the corporate rate as described in Attachment A. TR agrees to deliver to LICENSEE machine readable copy of WinXAS Software upon: 1) both parties signing this Agreement and 2) payment of fees by LICENSEE as per Attachment A.

III. USE INSTRUCTIONS

1. LICENSEE agrees that neither WinXAS Software nor any of its components shall be used as the basis of a commercial product, and that it shall not be rewritten in another computer language or otherwise adapted to circumvent the need for obtaining additional license rights.
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7. In published accounts of the use or application of WinXAS you shall refer to the System by this name and cite the appropriate literature reference:

T. Ressler, *WinXAS: A XAS Data Analysis Program under MS Windows*, **J. Synch. Rad.**, 5, 118 (1998)
This citation may be updated by TR through written notification.

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1. This Agreement shall become effective on the date it is accepted by TR and shall remain in effect, in the absence of a termination notice.
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3. TR may terminate this agreement for a material breach of this agreement if TR supplies written notice to LICENSEE of such material breach and LICENSEE fails to cure such material breach within sixty (60) days from the written notice.
4. Upon termination of this Agreement, LICENSEE agrees to return or destroy all copies of WinXAS Software and associated documentation. TR must be assured in writing within thirty (30) days that original copy has been destroyed. LICENSEE will also destroy all backup copies in the ordinary course of business.

- VII. This Agreement contains the entire agreement between TR and LICENSEE, and supersedes all prior written or oral representations with respect to WinXAS Software.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:

LICENSEE

TR

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Laboratory Affiliation (if applicable) and Address:

Licensee Phone Number: _____

Fax Number: _____

e-mail Address: _____

WinXAS SOFTWARE PACKAGE ORDER BLANK

Date: _____

Name & Address: _____

P.O. Number: _____

QUANTITY	KIND OF PACKAGE	UNIT PRICE	TOTAL AMOUNT
1	WinXAS v3.1 <input type="checkbox"/> Academic <input type="checkbox"/> Corporate		
	Additional Licenses for WinXAS v3.1		

TOTAL DUE: EURO

Please list e-mail address for transfer of software _____

Anticipated form of payment (please check one):

- Check Wire Transfer
 Name of Bank: _____

MAKE PAYMENT PAYABLE TO:
 (Please indicate name of license holder on your payment or bank transfer.)

International Wire Bank Transfers:

Thorsten Ressler
 Hamburger Sparkasse
 Account # 1397461250
 ABA Code 20050550
 SWIFT: HASP DE HH XXX
 D-20454 Hamburg, Germany
 IBAN: DE61 2005 0550 1397 4612 50

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 Germany

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PLEASE NOTE: I am not able to process C.O.D.'s or credit card orders. Please indicate name of license holder on any payment or correspondence. Order form has to be accompanied by payment to be processed!