



Advanced Kinetics and Technology Solutions

AKTS AG TECHNOArk 1
3960 Siders
Switzerland
Phone +41 (0) 848 800 221
Fax +41 (0) 848 800 222
E-Mail info_contact@akts.com
Internet www.akts.com

AKTS-Calisto software:
EXAMPLE OFFER for One (1) license:

Table with 5 columns: Pos, Description, Unit Price EUR, Qty, Total EUR. Row 1: 1, Calisto Processing - Full Version (Upgrade: - includes one (1) year subscription for free upgrade), 2'625.-, x1, 2'625.-

Online information available at :
http://www.akts.com/calisto-overview.html



Calisto has been developed to offer advanced treatment of thermoanalytical data independent of its source. Installation takes only a few seconds, and as it does not write to the registry files can be completed rapidly without IT departmental overview.

This new software offers a comprehensive list of functions and can treat any Thermal Analysis data and so can become the standard within your thermal lab.

These functions include the ability drag and drop data, or to import data from any manufacturers by reading ASCII files. When examining the data, Calisto features a unique treeview that allows for intuitive switching between multiple open graphs. Axis scrolling, panning or magnifying glass functionality and functions such as data trimming and unit transformation that can be achieved in the minimum number of clicks. The Slope Correction feature is part of the advanced baseline treatment which includes sigmoid, straight or spline. Single click calculations include, Tg (Glass Transition) Integration and Inverse filtering. Exporting data in formats such as ASCII or exporting curves directly into Word/PowerPoint using multiple graphic formats is a single mouse click.

Complex data treatment such as Signal interpolation, Derivative, different types of Savitzky-Golay smoothing (between chosen ranges with special treatment for flat or peak zones), Peak separation with asymmetric Gaussian functions, Cp determination (continuous or step method with or without reference) are all possible in less three clicks or less.

Summary table with 4 columns: Subtotal, VAT(*), Total amount due, EUR, 2'625.-

(* Switzerland: VAT 7.6%.

Rest of the world: taxes, value-added or any other governmental charges imposed are at the charge of the user).

Bank account
IBAN: CH23 8060 2000 0008 2682 7 - BIC / SWIFT: RAIFCH22
Raiffeisen 1912 Leytron, Switzerland - Clearing 80602 - Account 8268.27

VAT number
CH 559 909

Upgrade/maintenance

- Includes one (1) year subscription for free upgrades

Thank you for your interest in AKTS-Software.

AKTS AG - Switzerland

Charly Luyet

E-Mail
Phone
Fax
Mobile

AKTS AG Sales & Support

c.luyet@akts.com
+41 27 455 9031
+41 27 455 9032
+41 78 751 3122

Dr. Bertrand Roduit

E-Mail
Phone
Fax
Mobile

AKTS AG Director R&D

b.roduit@akts.com
+41 848 800 221
+41 848 800 222
+41 79 511 2630

Bank account

IBAN: CH23 8060 2000 0008 2682 7 – BIC / SWIFT: RAIFCH22
Raiffeisen 1912 Leytron, Switzerland - Clearing 80602 – Account 8268.27

VAT number

CH 559 909

AKTS Engineering AG

AKTS Engineering AG

TECHNOArk 1
3960 Siders
Switzerland

Phone

+41 (0) 848 800 221

Fax

+41 (0) 848 800 222

**E-Mail
Internet**

info_contact@akts.com
www.akts.com

SUPPORT AND MAINTENANCE INFORMATION

Calisto Processing

Introduction

Thank you for purchasing a support and maintenance contract for AKTS-Calisto Processing Software denoted hereafter « AKTS-Software ». At AKTS Engineering AG, we know that time is critical when it comes to your research, development and production. That is why AKTS Support is organized to respond quickly and accurately to meet your needs. Our support engineers help resolve your difficulties you may have with our products and suggest efficient ways of achieving your development objectives. In addition, we offer optional consulting services for those needing special tools or libraries for « AKTS-Software » and your specific operating system/environment. Each AKTS Engineering AG Support and Maintenance Contract Offers:

- Support response in two business days or less.
- Access to the web site for maintenance releases and patches, and unlimited email support.
- Free upgrades to the latest version of AKTS-Software when released.
- Each support and maintenance contract is limited to support up to 2 engineers on one project.

This guide introduces you to the support services available from AKTS and instructions on how to use them. Specifically, it tells you how to access these services, and how to make the most effective use of them. Purchasing AKTS Support is assurance in having access to the AKTS-Software support engineers when you need them the most – meeting a critical deadline, needing help through a tough problem, finding work-arounds or fixing tool bugs.

How to Request Support

Internet email and telephone help desk are the two ways to contact AKTS Engineering AG.

- info_contact@akts.com
- phone : +41 848 800 221

If AKTS Engineering AG received a question by email, an engineer will follow-up with a telephone call or email (usually within one business day or less), depending on workload and nature of the question. The customer will be notified as to an estimated time for problem resolution.

Escalation of Problem Reporting

- Normally most questions are resolved through user assistance and initial collaboration.
- If the problem cannot be resolved during the initial contact, it is escalated to an SPR (Software Problem Report). An SPR is opened and referred to a subject matter expert who is specifically equipped to deal with support issues in his product area. He will continue to work the SPR to resolution, or until a software problem is identified.
- If not resolved at the SPR level (i.e., a defect is identified), the support engineer issues a Software Change Request (SCR).

AKTS evaluates the nature of the software issue, to determine the optimum nature of resolution for the SPR. Depending on severity, level of urgency, and schedule, AKTS may recommend one or more of the following options:

- **Workaround.** A specific methodology for mitigating the impact of the software problem, which may be implemented on an expedient basis to allow customer development to proceed.

Bank account

IBAN: CH23 8060 2000 0008 2682 7 – BIC / SWIFT: RAIFCH22
Raiffeisen 1912 Leytron, Switzerland - Clearing 80602 – Account 8268.27

VAT number

CH 559 909

- **Version Patch or Build.** If the software problem can be isolated / diagnosed to a small region of code that is easily modifiable, AKTS may elect to provide the customer with a custom rebuild of the effected software component(s). This also provides an expedient path for resumption of customer development. Normally these SCRs will be fed into the normal software engineering upgrade cycle, such that fixes are automatically incorporated into future maintenance releases.
- **Custom/ECP.** In some cases, software enhancements are proposed by customer. If the proposed software enhancements can be easily implemented, these new features will be fed into the normal software engineering upgrade cycle and incorporated into future maintenance releases. However new features that will require major software development effort to implement (typically this implies development scope requiring many source lines of code). In such cases AKTS will develop an Engineering Change Proposal (ECP) outlining the cost, resources, and schedule requirements for implementing the new features. This ECP will serve as the basis of negotiations between AKTS and our development partners for cost (and benefit) sharing of the proposed software enhancements.

Summary of Escalation Levels

- a. Internet email and telephone help desk
- b. Software Problem Report (SPR)
- c. Software Change Request (SCR)
 - Workaround
 - Patch/Build
- d. Custom Development via Engineering Change Proposal (ECP)

Web Site Support Features

AKTS has a web site with support pages that gives you access to the following features:

- On-Line Documentation
- Knowledge Base
- Maintenance Releases
- Downloads/Upgrades

By registering an AKTS product, the customer receives access to all of the web site support features for free. Purchasing support gives the customer the added benefits of help desk support and problem resolution. The AKTS web site is continually evolving. Information is update, and new features are added regularly. We encourage you to visit the site frequently to see new features.

Help Us Help You Making an Inquiry

Each customer should designate per license one person as technical contact per AKTS terms and conditions for Support and Maintenance. When a question or problem comes up, your technical contact should be the person directing the inquiry to Support. AKTS support maintains a list of customer technical contacts. We understand that personnel may change. Please keep us informed of your current technical contact by contacting AKTS Engineering AG.

How to Get Answers, Fast!

When you call, we want to help you use time efficiently. If you have the following information at your fingertips, it will help us to help you more quickly:

- AKTS AG Product
- AKTS AG Version
- Host Platform
- Upgrade question
- AKTS Software question

You can help us resolve your question more quickly if you're also prepared with a clear description of the problem and any associated problems you encountered in a test case (some screen captures or a quick approach to reproducing the problem may be helpful).

Your Feedback

AKTS is committed to responding to customers quickly and accurately. We welcome your comments regarding our support. Your feedback will help us maintain the highest level of service.

Bank account

IBAN: CH23 8060 2000 0008 2682 7 – BIC / SWIFT: RAIFCH22
Raiffeisen 1912 Leytron, Switzerland - Clearing 80602 – Account 8268.27

VAT number

CH 559 909

Upgrade instructions for AKTS-Software

Calisto Processing

<http://www.akts.com/calisto-how-to-upgrade.html>

Terms and Conditions

Introduction

These terms and conditions apply to each Support and Maintenance Contract. Your purchase of a Support and Maintenance Contract is an acceptance by you of these terms and conditions.

Support

This Agreement entitles you to obtain technical support services ("Support") from AKTS. Support means answers to questions, guidance, and assistance as determined by AKTS. Support excludes configuration of hardware, software, and networking equipment and software that are not products of AKTS. It excludes general computer system maintenance and consulting services that are not in direct relation with AKTS-Software. You are responsible for performing operations on your computer system, and AKTS shall have no responsibility to perform operations on your computer system. You agree to provide AKTS all information reasonably requested by AKTS to enable AKTS to provide Support. Such information may include, but not be limited to, the type of hardware you are using, a description of the problem for which you seek Support, and additional software you are using that falls outside the subject matter scope of coverage. You understand and agree that the completeness and accuracy of the information you provide to AKTS pursuant to this section may affect AKTS's ability to provide Support.

Subject Matter Scope of Coverage

AKTS will provide Support for the official customer site where AKTS-Software product has been licensed and installed. AKTS will provide Support for AKTS-Software only and for other customer sites where AKTS-Software product has been licensed. You understand and agree that AKTS-Software may not function with certain hardware systems and components. Such hardware is unsupported hardware. AKTS shall have no obligation to provide Support for any system that is or that includes unsupported hardware.

Availability of Coverage

You are entitled to seek Support from 9:00 AM till 12:00 AM and from 1:00 PM till 5:00 PM Central Europe Time Monday through Friday, excluding holidays, throughout the term of this agreement. Holidays include, but may not be limited to, the Swiss holidays. In the event that one of these holidays falls on a Saturday, the preceding Friday shall be a holiday. In the event that one of the holidays falls on Sunday, the following Monday shall be a holiday.

Who May Seek Support

Only the official sites where AKTS-Software has been licensed may seek Support from AKTS. You are responsible for all persons who seek Support pursuant to this agreement. AKTS shall have no responsibility for any unauthorized use of Support.

Response Times

AKTS Engineering AG shall respond to requests for Support within two business days of receipt of your request for Support. A response to a request for Support may consist of a receipt of and acknowledgment by AKTS of your request for Support. You acknowledge and understand that no software is perfect or error free, and that despite its commercially reasonable efforts, AKTS may be unable to provide answers to or resolve some or all requests for Support. AKTS makes no promises, guarantees or assurances of any kind that it will be able to provide the support services you seek. We do promise to do our best to satisfy each customer, whether it be complete software fixes, upgrades or workarounds to a problem.

Duration and Pricing (Please check the desired option)

Purchasing of AKTS-Software licenses includes **one (1) year** subscription for free support and upgrades from the time of the license activation. Then (optional):

2 options :

- **At the time** of purchase of the software licenses, the customers can choose an « annual upgrade subscription (for 1, 3 or 5 years) » of 8% of the license price
- **After** purchase of the software licenses: 'One time upgrade': (12% of the license price at the day of the upgrade) x (number of years since purchase of the license - 1 year of free upgrade).

(All given prices are valid until December 31st 2010.)

Bank account

IBAN: CH23 8060 2000 0008 2682 7 – BIC / SWIFT: RAIFCH22
Raiffeisen 1912 Leytron, Switzerland - Clearing 80602 – Account 8268.27

VAT number

CH 559 909

Termination

Either party may terminate this agreement at any time. Termination of this agreement does not relieve your payment obligation for Support provided to you by AKTS.

Payment

Any and all payments made by you pursuant to this agreement shall be non-refundable. There shall be no refunds or credits for any unused Support or other unused services upon the termination of this agreement for any reason or at any other time. In the event that you fail to pay AKTS pursuant to this agreement, AKTS's obligations to provide Support shall be suspended until AKTS receives full payment for all fees, including late fees and interest, due to AKTS.

No Transfer

Any reuse, transfer, assignment, or distribution of Support without the prior written permission of AKTS is prohibited. Any attempt to transfer, assign, or redistribute Support in violation of this section shall be a violation of this agreement and shall immediately terminate this agreement and all your rights under it.

No Warranty

Support, other services, information, and software provided to you by AKTS are provided "as is" without warranty of any kind, express, or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Limitation on Liability

Neither you nor AKTS shall be in breach of this agreement due to any failure of performance that arises out of causes beyond its reasonable control. AKTS shall not be liable to you or to any third party for any indirect, special, incidental, or consequential damages in connection with or arising out of this agreement, including, but not limited to, lost profits or lost data in connection with this agreement, even if AKTS had been advised of the possibility of such damages. AKTS will not be liable to you on account of errors, omissions, delays or losses.

General

This contract is governed by the laws of Switzerland. Venue is Sion (VS), Switzerland. This contract gives you specific legal rights; you may have others which vary from state to state and from country to country. AKTS reserves all rights not specifically granted by this contract. Any dispute arising out of this contract shall be adjudicated solely in the applicable federal or state courts within Switzerland.

This contract, including all schedules, constitutes the entire understanding of the parties. This contract supersedes and terminates all prior representations, warranties, and agreements, written or oral, regarding the subject matter of this agreement. Any modification to this contract must be in writing signed by both parties.

In consideration of this contract, you are responsible for paying the license fees of AKTS Software. The amount is payable without any deduction for taxes, assessments, fees, or charges of any kind.

CONTACT

AKTS Engineering AG Sales & Support
TECHNOArk 1
3960 Siders
Switzerland
Tel: +41 (0) 848 800 221
Fax: +41 (0) 848 800 222
info_contact@akts.com

Bank account

IBAN: CH23 8060 2000 0008 2682 7 – BIC / SWIFT: RAIFCH22
Raiffeisen 1912 Leytron, Switzerland - Clearing 80602 – Account 8268.27

VAT number

CH 559 909