



CORPORATE LICENSING POLICIES

1. PRICING

We offer two different options for licensing our **WhatADay! Simulation** in Corporations worldwide.

1.1 WORKSHOP LICENSE

A Workshop based on one of the **WhatADay! Simulation** is designed to last between half and one full day.

The related fees are:

The cost of Software Session Licenses for an individual Management Course, Project or Event is **175 Euros per participant**.

The cost and time of supporting the (internal or external) Facilitator and Event Organizer, if needed (typically not required with experienced Facilitators), is **included** in the Software Session License.

The **cost of the Facilitator** depends on who plays this role. An internal trainer or manager wanting to facilitate a session (typically after having participated in a similar session as participant) would have a different cost than the expert Facilitators from both business schools and industry that we could mediate - count between 1,500 and 15,000 Euros, and more, as some of the Facilitators come from the most prestigious Universities, Management Schools and excellent companies worldwide, where the Simulations are deployed to address successfully issues like managing change, collaboration and innovation.

1.2 YEARLY CORPORATE LICENSE

Companies can also buy a **ONE-YEAR LICENSE** to use within their organisation.

- Internal usage: **45 000 Euros/year**

The license includes the right to use the software for unlimited times within the organisation and its branches in internal training sessions. AlphaLabs provides a

customized and facilitated access to the software and a one day “Train the Trainers” session.

- Internal and External usage: **90 000 Euros/year**

With this license, companies can use the software for their internal training as well as outside the company.

The Corporate License of our Simulation includes:

- Simulation software and related material (User Manual, Group Handouts)
- Train-the Trainer material for internal trainers/managers organizing and facilitating simulation-based sessions
- Online Support & Advice in best deploying the Simulations (events logistics, technical options, pedagogical options)
- Unlimited usage of the Simulation during one year
- Free access to updates (*)
- A Train-the-Trainer session with internal trainers by an expert facilitator (**)

(*) This includes updates to the simulation and its material as well as access to derived versions and facilitator tools

(**) Organized locally or via videoconference, this session aims at providing insights on the different ways in which the simulation can be installed on the clients' PCs as well as on how to best deploy the simulation in management training programs or corporate events.

2. INVOICING & CANCELLATION

The **Invoice** corresponding to your Booking will be issued six days after the *Event*.

(The *Event* day refers to the day indicated in the Booking Form during which the WhatADay! Simulation software will be used.)

Any **change** to the Booking Form has to be notified five days maximum after the *Event* day.

The Invoice Number has to be notified as reference on your payment.

Payment terms: 30 days after the Invoice date

Invoices can be paid either by bank check, credit card or wire transfer.

Invoices are calculated in **EURO** but on demand (see Booking Form), we can issue a **USD** Invoice. The conversion rate will be calculated on the basis of the Event mentioned in the Booking Form (rates published on <http://www.oanda.com/convert/classic>).

Date of Cancellation:	Cancellation Fee: % calculated of the agreed price
One month before Event	0 %
Three weeks before Event	25 %
Two weeks before Event	50 %
One week before Event	75 %
One day after Event	100 %

3. BOOKING & DELIVERY

Any **changes to the Participants Number** in the submitted Booking Form have to be notified **five days** maximum after the *Event* day. The *Event* day refers to the day indicated in the Booking Form on which the WhatADay! Simulation software will be used.

Changes of the *Event* day are considered like cancellations. Our Cancellation Policy is included above.

The WhatADay! Simulation software will be delivered **one week minimum** before the indicated *Event* date. Please notify special requirements regarding delivery on your booking.

We cannot guarantee delivery of the WhatADay! Simulation software if the Booking Form is submitted **less than one week** before the *Event*.

4. SOFTWARE LICENSE TERMS & CONDITIONS

DEFINITIONS: The following definitions are applicable to this License Agreement: "SOFTWARE" refers to the Simulation program and all other material on the enclosed diskettes and/or CD-ROM; "INSTALL" means to copy the SOFTWARE to a hard disk drive or similar storage device; "INSTALLER" refers to the Simulation Installer, which is configured for a certain number of computers; "PRODUCT MEDIA" refers to the enclosed disk(s) or CD-ROM(s) on which the SOFTWARE is contained; "USE" consists of loading the SOFTWARE into computer memory or running it on a central processing unit (CPU).

1. SOFTWARE LICENSE GRANT : Customer is granted a non-exclusive, non-transferable License to USE the SOFTWARE and documentation subject to the restrictions and terms set forth in this License Agreement. Customers who have purchased a Single-User License may INSTALL and USE the SOFTWARE on one computer; Customers who have purchased a Multi-Pak License may INSTALL and USE the SOFTWARE on the number of computers for which the INSTALLER is configured. The Customer may make a single copy of the SOFTWARE as an archive copy, provided that it includes all notices and markings, including copyright, trademark, and other proprietary notices as on the original, and which may not be in USE at any time, unless the original is damaged beyond use, and must remain in the possession and control of the Customer.

2 RESTRICTIONS: The only right granted to the Customer is the right to USE the SOFTWARE and documentation in accordance with this License Agreement. All rights not expressly granted to Customer in this License Agreement are specifically reserved to AlphaLabs sarl. The Customer does not receive or acquire any right, title or interest to the SOFTWARE or documentation, any applicable patents, copyrights, or trade-secrets. The Customer may not remove or alter any proprietary notices, labels, or trademarks on the SOFTWARE or accompanying documentation. The Customer may not modify, translate, copy, reproduce, reverse engineer, disassemble, de-compile, or otherwise derive source code from, the SOFTWARE or accompanying documentation, or use it as a basis for the preparation of other software programs or derivative works, or use it in any manner that infringes the intellectual property or other rights of AlphaLabs sarl or another party, except as permitted hereunder or under applicable law.

3. TERMINATION AND TRANSFER : Any failure to comply with the terms and conditions of this License Agreement shall result in automatic termination of this license. Upon termination of this License Agreement for any reason, the Customer must destroy all copies of the SOFTWARE and accompanying documentation. The SOFTWARE and accompanying documentation may not be transmitted electronically, including over the Internet, rented, loaned, leased, sold, distributed, made available, directly or indirectly, for use by any other person or entity not covered by this License Agreement, or otherwise transferred without the prior written approval of AlphaLabs sarl.

4. COMMUNICATION OF LICENSE AGREEMENT: The Customer agrees to communicate the terms and restrictions contained in this License Agreement to all persons under his or her employment, direction, or control who have access to the SOFTWARE or accompanying documentation.

5. UNAUTHORISED USE AND COMPLIANCE : The Customer shall use all reasonable efforts to see that employees, agents, assigns, or other persons under the direction or control of the Customer who have access to the SOFTWARE or accompanying documentation abide by the terms and conditions of this License Agreement. The Customer agrees to notify AlphaLabs sarl immediately in writing of any unauthorised USE.

6. LIMITED WARRANTY: The SOFTWARE and any related documentation are provided "AS IS" and without warranty of any kind. AlphaLabs sarl specifically does not warrant that the SOFTWARE will run uninterrupted or error-free. The sole and exclusive remedy for a defect in the PRODUCT MEDIA is for the Customer to notify AlphaLabs sarl of the defect in writing within the respective warranty period, to return the PRODUCT MEDIA to AlphaLabs sarl and follow any other reasonable procedures which AlphaLabs sarl may establish. AlphaLabs sarl's sole obligation shall be to provide the Customer with a performing copy of the PRODUCT MEDIA within a reasonable time after receiving notification of the defect or to refund the purchase price and terminate this License Agreement, at AlphaLabs sarl's option. The foregoing warranty does not apply if the Customer mishandles, alters, or improperly uses or stores the PRODUCT MEDIA.

7. DISCLAIMER OF OTHER WARRANTIES : The limited warranty set forth in section 6 is in lieu of any other warranties, including any warranties provided by distributors and retailers of the SOFTWARE except as set forth above in section 6, the SOFTWARE is provided on an "as is" basis, and all other warranties and conditions, whether expressed, implied or collateral are disclaimed, including without limitation, non-infringement, compatibility or that the SOFTWARE is error-free, or that errors can or will be corrected. AlphaLabs sarl specifically disclaims any implied warranties of merchantability and fitness for a particular purpose. Some jurisdictions, or regions do not allow limitations on implied warranties, so the above limitation may not apply to particular customers.

8. SOFTWARE UPDATES : At AlphaLabs sarls sole discretion, AlphaLabs sarl may provide the Customer with updates to the SOFTWARE. AlphaLabs sarl retains the right to provide the updates for a fee. The Customer may refuse to accept the updates. At AlphaLabs sarls sole discretion, AlphaLabs sarl may provide the Customer with updates to the SOFTWARE. AlphaLabs sarl retains the right to provide the updates for a fee. The Customer may refuse to accept the updates. The terms and conditions of this License Agreement apply to any and all updates and any additional terms and conditions that may apply at that time.

9. CUSTOMER RESPONSIBILITY FOR THE SOFTWARE AND COMPONENTS: The Customer is solely responsible for selection of the SOFTWARE to achieve the Customer's intended results or for particular applications. AlphaLabs sarl is not responsible for lost or stolen SOFTWARE or components.

10. LIMITATION OF LIABILITY : Regardless of whether any remedy fails of its essential purpose, in no event shall AlphaLabs sarl or any entity which controls, is controlled by, or is under common control of AlphaLabs sarl be liable to a customer for special, indirect, incidental, consequential or punitive damages including but not limited to, any lost profits, lost time, lost savings, lost data, lost fees or expenses of any kind arising from installation or use of the software or accompanying documentation in any manner, however caused and on any theory of liability. In any event, AlphaLabs sarl's liability relating to the software shall be limited to the highest amount paid for the SOFTWARE. These limitations will apply even if AlphaLabs sarl or an authorised dealer has been advised of such possible damages. Some jurisdictions or regions do not allow the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion included in this license agreement may not apply to particular customers.

11. SEVERABILITY: If any provision of this License Agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions.

12. GOVERNING LAW AND JURISDICTION: This License Agreement shall be governed by the laws of France. FRANCE shall have sole and exclusive jurisdiction and venue over any dispute arising out of this License Agreement and Customer's USE of the SOFTWARE, without prejudice to the right of AlphaLabs sarl to initiate legal proceedings in the Courts where Customer is established or where Customer has a center of business activities. Any costs, which AlphaLabs sarl has to incur in or out of court, should AlphaLabs sarl become involved in legal proceedings or disputes with the Customer shall be for the Customer's account.

13. EXPORT RESTRICTIONS: Customer shall not export or transmit, directly or indirectly, any technical data or products received from AlphaLabs sarl to any country to which such export or transmission is restricted by regulation or statute of the French government. Customer shall comply with all applicable export regulations.

14. TAXES: Customer shall pay any applicable taxes in respect of the Licenses granted and fees paid in connection with this License Agreement.

15. SURVIVAL: The provisions of Sections 2, 6, 7, 10, 11, and 13, and such other provisions which by their nature continue after termination, shall survive termination of this License Agreement.

16. TRANSFER/ASSIGNMENT: Customer shall not assign or transfer this License Agreement, or any part thereof, whether directly or indirectly (including, without limitation, through a transfer of Customer's shares or for any other reason including bankruptcy) without the prior written consent of AlphaLabs sarl.

17. ENTIRE LICENSE AGREEMENT: This License Agreement constitutes the entire agreement between parties pertaining to the subject matter hereof and supersedes all prior representations, warranties, conditions, agreements, and understandings, whether oral or written, express or implied, relating to this License Agreement. No supplement, modification, or waiver of this License Agreement shall be effective unless it is provided or approved by AlphaLabs sarl in writing.

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