



## EDUCATIONAL LICENSING POLICIES

### 1. PRICING

We offer the possibility to license the following **Change Simulations**

- **EIS Simulation - versions EIS2.8, EIS2.6, EIS2.65F and EIS2.5 (II, IS, S)**
- **Synergy**
- **ChangeMasters**
- **LingHe**
- **GulfCom**
- **EduChallenge**

to run Sessions and Workshops in Educational Institutions worldwide.

#### **License Fees:**

- **10** Euros/participant (for undergraduate or MBA students)
- **50** Euros/ participant (for Executive MBA participants)
- **100** Euros/participant (for Executives)

#### **Digressive Pricing for Deployment in Executive Education:**

To encourage the deployment in Business Schools we propose a digressive pricing policy regarding **Executive** participants.

- Normal price for the first 100 participants (100 Euros)
- 15 % discount for the next 100 participants (85 Euros)
- 30 % discount for more than 200 participants (70 Euros)

**Example:**

A new program is planned for 50 participants in September 2022. Given that since January 2020, 200 executives have already enrolled in our Simulations, fees for the new session will be calculated as  $(50 \times 70) = 3,500 \text{ €}$

<b>Normal Fees</b>	<b>Fees with Digressive Pricing</b>
$50 * 100 = 5,000 \text{ €}$	$50 * 70 = 3,500 \text{ €}$

Special Pricing discount apply over a period of 12-months (e.g. Jan – Dec 2022).

To get information on the **License fees** of our new Simulations **EIS Simulation 3.0**, **Boost AI** and **KaiMan** please contact us at [info@alpha-simulations.com](mailto:info@alpha-simulations.com)

**2. INVOICING & CANCELLATION**

The **Invoice** corresponding to your Booking will be issued after the *Event*.  
(The *Event* day refers to the day indicated in the Booking Form during which the Change Simulation software will be used.)

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 wire transfer, credit card or bank check.

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> ).

<b>Date of Cancellation:</b>	<b>Cancellation Fee: % calculated of the agreed price</b>
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**

We approve and accept bookings for a **minimum of 12 participants** as our Change Simulations are designed to be deployed in Teams.

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 Change Simulation software will be used.

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

The Change 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 Change 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).

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**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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