



EDUCATIONAL LICENSING POLICIES

1. PRICING

We offer the possibility to license our **MayDay Simulation** to run Sessions and Workshops in Educational Institutions worldwide.

License Fees:

- **15** Euros/participant (for undergraduate or MBA students)
- **75** Euros/ participant (for Executive MBA participants)
- **150** 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 (150 Euros)
- 15 % discount for the next 100 participants (127 Euros)
- 30 % discount for the next 100 participants (105 Euros)
- 50 % discount for more than 300 participants (75 Euros)

Example:

A new program is planned for 50 participants in September 2012. Given that since January 2012, 200 executives have already enrolled in our Simulations, fees for the new session will be calculated as $(50 \cdot 105) = 5,250$ €

Normal Fees	Fees with Digressive Pricing
$50 \cdot 150 = 7,500$ €	$50 \cdot 105 = 5,250$ €

Special Pricing discount apply over a period of 12-months (e.g. Jan – Dec 2012).

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 MayDay 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 MayDay Simulation software will be used.

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

The MayDay 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 MayDay 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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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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