



**Authorized Distributor License & Support Agreement**  
**“Decision Makers” Software**

This license and support agreement (hereinafter: the “Agreement”) signed this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_ by and between

**Decision makers Ltd.** (hereinafter: the “Company”) of Emek Ayalon Ave. 19/8,  
Shoham, Israel

And

\_\_\_\_\_ (hereinafter: the “Distributor”)  
whose primary business is \_\_\_\_\_ and whose head office  
(or address) is at \_\_\_\_\_.

**Whereas** the Company is the owner of an Internet business simulator known as  
“Decision Makers” (hereinafter: the “Software”) used for teaching purposes,  
including but not limited to the fields of Micro-Economics, Macro-Economics,  
Public Economics, Natural Resource Economics, Public Policy and Business  
Games.

**And whereas** the Distributor wishes to distribute the Software among his customers or



customers as agreed from time to time between the Distributor and the Company and support Software users (hereinafter: “Users” in plural and “User” in singular) for educational and/or research purposes.

**And whereas** the Company and the Distributor wish to bind themselves in an agreement to distribute the Software to predetermined clientele who wish to make use of the Software for the purpose of study, teaching or research only, for predefined periods of time.

The Agreement and its Appendices form a single document for all intents and purposes.

**Therefore the Parties have agreed as follows:**

**1. Definition of License and Permission to Distribute.**

- 1.1. The Company grants the Distributor a permit (hereinafter: the “Permission”) to sell Software licenses (hereinafter: the “License”). Definition of License appears in the **User License Agreement** attached as an Appendix to this Agreement.
- 1.2. The Distributor is entitled to sell the Software License to a list of customers detailed in Appendix A and under the terms therein. The contents of the list shall be agreed by the Company and the Distributor from time to time and shall be subject to change according to terms detailed in Appendix A.
- 1.3. The Company shall not issue (subject to the fulfillment of this Agreement) a Distribution Permit for the customer list detailed in Appendix A, to any third party.
- 1.4. The Distribution Permit is non-exclusive and does not allow the Distributor to limit the activity of other distributors with customers that do not appear on the customer list detailed in Appendix A.
- 1.5. The Distribution permit is non-transferable and does not allow the Distributor to grant Distribution Permits to other distributors.



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- 1.6. The License is granted for the purpose of teaching, study or research only.
- 1.7. The Term of the Distribution Permit is detailed in Appendix A to the Agreement. At the end of the Term defined by Appendix A this Agreement shall terminate unless renewed and extended, in writing, by both Parties.

## **2. The Engagement**

- 2.1. It is agreed that the Company and the Distributor are not and will not be in an Employment Relationship. Any commercial and legal engagement between the Company and the Distributor shall be as standard between two companies.
- 2.2. It is agreed that all expenses related to the distribution process shall be borne by the Distributor and the Distributor shall have no monetary claim against the Company on the grounds of resources or efforts invested in the distribution process.
- 2.3. It is agreed that authorization for the performance of a sale of a customer License by the Distributor, shall be made by transfer of the signed User License from the Distributor to the Company.

## **3. Documentation and Instructions.**

- 3.1. The Company will provide the Distributor with a User Manual that will include general explanations on how to use the simulator.
- 3.2. The Software will include online explanations designed to assist the Distributor in using the Software.
- 3.3. The Company will provide Q&A through its Internet site, addressing users' questions as to the operation of the Software.
- 3.4. Support related questions relating to the Software by Users who purchased the Software from the Distributor shall be the Distributor's responsibility. The Company will provide support only to the Distributor or those who operate as part of the business firm operated by the Distributor. This term is a fundamental term for the continued engagement between the Company and the Distributor.



#### **4. Intellectual Property Protection**

- 4.1. The Decision Makers Company is the owner of the Software. Rights emanating from use of the Software and any improvements or enhancements made to the Software throughout its usage are solely owned by the Company.
- 4.2. Copy rights of articles or research papers published as a result of use of the Software are the sole property of the Distributor or the Users of the Software, as the case may be.
- 4.3. Any publication of an article and/or study paper will clearly mention that that the article and/or paper are based upon work carried out with the use of the Software.
- 4.4. Any study/teaching program based on the use of the Software shall clearly mention that it is based on the Software.

#### **5. Limited Liability**

- 5.1. The Distributor hereby declares that he is aware that the Decision Makers Software is a computerized simulation that is not based on true, real-life data.
- 5.2. Use of the simulation results for the purpose of business decisions involving the risk of monetary loss, is at the responsibility of the performer and shall in no way be held the responsibility of the Company.
- 5.3. In any event where the simulation results do not reflect reasonable educational content, the Distributor shall inform the Company in writing. The Company shall rectify errors of this type within a reasonable time period.
- 5.4. It is agreed that any liability and/or damage which may be attributed to or held the responsibility of the Company, for use of the Software shall not exceed the cost of use of the Software as paid by the a customer for a period of one year.

#### **6. Repairs and Upgrades.**

- 6.1. "Severe Malfunction" – a Severe Malfunction is a malfunction which does not enable reasonable use of the Software for a period of over forty eight hours as a



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result of the Software itself.

6.2. It is agreed that in the event of a Severe Malfunction, the Company shall be responsible for repairing the malfunction within two weeks of receiving written notice of the malfunction.

6.3. Reasonable Malfunction – a Reasonable Malfunction shall meet the following conditions:

- An operation of the Software contrary to that described by the manual or contrary to any logic the simulation must reflect.
- The source of the malfunction is the Software itself.
- Can be ignored if the appropriate instructions are followed.

6.4. It is agreed that in the event of a Reasonable Malfunction, the Company shall be responsible for repairing the malfunction within one month of receiving written notice of the malfunction.

6.5. It is agreed that the Distributor shall inform the Users that, for the purpose of using the Software, Users must purchase Internet services from an Internet Service Provider (not the Company) that allows access to Internet services on broadband at a rate of at least 1.5 GB per second.

6.6. It is agreed that malfunctions in the supply of Internet services or the quality of service on the Internet is not within the responsibility of the Company and shall not be considered a Severe Malfunction.

6.7. The Company shall perform enhancements and upgrades of the Software on a regular basis and shall inform the Distributor of these.

## **7. Compensation.**

7.1. Compensation for the sale of each License shall be delivered to the Distributor within a month from the performance of the sale to the customer and the receipt of compensation at the Company's offices.



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- 7.2. The sale price of the License to the customer shall be determined according to the Decision Makers price chart, applicable at the time of the transaction.
- 7.3. For each sale, the Distributor shall receive a one time fee from the Company at a rate detailed in Appendix A. the Compensation shall be calculated as a percentage of the sale to the customer.
- 7.4. In the event that the Distributor continues to support the customer on matters of Q&A, assistance in operation of the Software and delivery of academic content based on the Software, the Distributor shall, on an annual basis, receive the relative rate of License payment actually paid by the customer to the Company as detailed in Appendix A.

**8. Termination of the Agreement.**

- 8.1. Upon the termination of the Agreement according to Appendix A, the Company shall cease to provide the Distributor with all services relating to the performance of the Agreement.

We have therefore signed in witness this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

On behalf of the Company:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

On behalf of the Distributor:

Name: \_\_\_\_\_ Signature \_\_\_\_\_



**Appendix A – Agreement Commercial Terms**

1. Term of the Distribution Agreement

Commencing on: \_\_\_\_\_

Terminating on: \_\_\_\_\_

2. List of organizations to which the Distributor may sell the Software (an organization that does not purchase a License for a period exceeding two years shall be removed from the list):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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3. List of territories in which the Distributor may sell the Software:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. The Distributor's share (in percents) of the License price:

\_\_\_\_\_