



## **Decision Makers**

Business Games and Simulation.

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### **License and Support Agreement “Decision Makers” Software**

This License and Support Agreement (hereinafter: the “Agreement”) signed on \_\_\_\_\_ by and between Decision makers Ltd. (hereinafter: the “Company”) of Emek Ayalon Ave. 19/8, Shoham, Israel and \_\_\_\_\_ (hereinafter: the “User”) whose primary business is \_\_\_\_\_ and whose head office 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 Company desires to grant a limited use, non-transferable, time limited license of the Software to customers that desire to make use of the Software for the purpose of study, teaching and research only.

**And whereas** the User desires to make use of the Software for study, teaching or research purposes in the course of his activities and wishes to purchase a license to do so under the terms detailed in the Agreement.

**And whereas** the User has reviewed and examined the Software and found it suitable for the purpose of teaching/study in general and reasonably sufficient for educational purposes similar to other software available on the market.

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

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

#### **1. License Definition**

- 1.1. The Company grants the User a time limited, non-transferable license to use the Software (hereinafter: the “License”).
- 1.2. The License is granted on a non-exclusive basis.
- 1.3. The License does not allow the User to sublicense or grant licenses to other users.



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- 1.4. The License is granted to all User employees or students who attend the institution run by the User or students on a course, training or public study program run by the User.
- 1.5. The License is granted for the purpose of teaching, study or research only.
- 1.6. The Term of the License 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.
- 1.7. The License is defined by the number of Domains. Appendix A shall define the number of domains purchased by the User and the payment for each of these domains.

## **2. Usage**

- 2.1. The Company shall allow the User to use the Software by granting access permits to the Internet server (hereinafter: the "Server") on which the Software is installed.
- 2.2. The Executable files for the Software will not be installed on the User's computer.
- 2.3. For the purpose of using the Software, the User will install the activation files in Java (provided free of charge by authorized Java providers) and follow the instructions provided to the User by the Company. The Company will provide the User with easy convenient access to all files necessary for the installation and support as to the installation process.
- 2.4. The usage of the Software will be based on the downloads of Internet pages and Applets, accessible to the User from the Server by way of a standard Microsoft Internet Explorer browser or any other widely used compatible browser.

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

- 3.1. The Company will provide the User with a user Manual that will include general explanations on the operation of the simulator.
- 3.2. The Software will include online explanations designed to assist the User 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.



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3.4. Following and proximate to the signing of the Agreement, the Company or a distributor on its behalf will perform a demonstration of the Software and training.

3.5. These services (manual, online explanations and Q&A site) will be provided as part of the License and at no additional charge.

### **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 User.

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.

4.5. Any use of the Software other than for educational/research purposes shall require the written approval of the Company.

### **5. Limited Liability**

5.1. The User 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 User 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 user 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, shall not exceed the cost of use of the Software as paid by the User for the particular Term defined by the current Agreement.

### **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 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 notice of the malfunction.
- 6.5. It is agreed that the User, for the purpose of using the Software, shall purchase Internet services from an acceptable Internet Service Provider (not the Company) allowing 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 User of these.

## **7. Payments**

- 7.1. The payment for the Software user license shall be made according to the terms detailed in Appendix A. Delayed payment of over thirty days shall be considered a breach of the Agreement by the User and may be held as grounds for termination of the service.

## **8. Termination of the Agreement.**

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



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

On behalf of the Company:

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

On behalf of the User:

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



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**Appendix A – Agreement Commercial Terms**

1. Term of the license

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

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

2. Number of domains: \_\_\_\_\_

3. Domain names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Payment: \_\_\_\_\_

5. Date of payment: \_\_\_\_\_