

Contract

INDUSTRAT LICENSE AGREEMENT

BACKGROUND. Licensor, INDUSTRAT SARL of 25 rue De Madame, 77250 Moret sur Loing, France, owns a software package named "INDUSTRAT: The Strategic Industrial Simulation" ("Software"), which is designed to perform strategic industrial marketing simulations for educational purposes, as described in the book "INDUSTRAT: The Strategic Industrial Marketing Simulation" (published by Prentice-Hall) (the "Book"). Licensee desires to use the Software and the Book in a seminar, course or training program.

1. License Grant. Licensor, as identified below, grants to Licensee, and Licensee accepts, a non-exclusive and non-transferable license to use one copy of the Software solely for the Industries (defined below) and time period indicated on the Order Form.
2. Scope of License.
 - (a) Only Licensee and persons who sign the Order Form are permitted to control or use the Software.
 - (b) Use of the Software is limited to the internal business or educational use of Licensee. No other use of the Software is permitted unless expressly authorized by Licensor in writing.
 - (c) Each application of the Software is for a simulation of five (5) firms competing among themselves (an "Industry"). This License is limited to the number of Industries indicated on the Order Form, in one or more courses or seminars, as specified on the Order Form and carrying the title indicated on the Order Form, using the services of an "Approved INDUSTRAT Instructor" ("API").
3. Licensee Not API. If Licensee has contracted the services of an API, the API's name and signature must appear in the Order Form. The API is authorized to administer the use of the Software only on Licensee's premises or under the supervision of Licensee. Licensee is responsible for assuring that the API's use complies with the restrictions of this Agreement.
4. Licensee as API. If the Licensee is an API:
 - (a) The API will comply with this license as to all uses and use the Software only as permitted hereby;
 - (b) The API will cause each of its customers to complete, sign and deliver to Licensor an Order Form covering the customer's intended use of the Software.
5. Payment.
 - (a) Licensee shall pay to Licensor prior to delivery of Software, according to the following alternative nature of the Licensee:
 - (i) Twelve Thousand Euros (12,000.00) per Industry for non-academic users (10% is non-refundable);
 - (ii) Six Thousand Euros (6,000.00) per Industry for public open enrolment university executive education programs (10% is non-refundable). University sponsored company specific programs or consortia are non-academic programs, and
 - (iii) Three Thousand Euros (3,000.00) per industry for each MBA or university degree program, as specified on the Order Form. (This entire license fee is non-refundable);
 - (b) If Licensee's seminar(s) contain more than one Industry, a multiple of the stated royalties will be paid, e.g., in the case of a non-academic user, two Industries, 24,000; three Industries, 36,000.
 - (c) Software will be delivered after proof of payment has been furnished.
6. Software Development and Amendment. Any supplement to or modification of the Software that Licensee or its API may wish to make in respect of the Software or other related documentation may only be made with Licensor's written consent and shall be owned by Licensor. Licensee shall execute and deliver all documents requested by Licensor to evidence its ownership hereof.

Proprietary Rights. Licensee acknowledges that Licensor owns all proprietary rights in the Software and the Book, that they are copyrighted and that their contents - to the extent not protected by copyright - are trade

secrets. Licensee will exercise due diligence to (i) protect the proprietary rights in the Software and Book and (ii) assure that there is no unauthorized copying or use thereof.

7. Marking.

(a) INDUSTRAT is a registered trademark of Licensor.

(b) Every brochure, pamphlet or other promotional, marketing or training material related to the Software will prominently bear the following legend:

***This instructional program is based on software developed by
Jean-Claude Larreché and David Weinstein with the support of INSEAD
and owned by INDUSTRAT S.A.R.L.
© 1993 INDUSTRAT S.A.R.L.***

(c) All brochures, pamphlets or other promotional, marketing or training materials related to the Software must be delivered to Licensor for prior approval at least twenty (20) business days prior to their use. Failure of Licensor to respond to an approval request within ten (10) business days after its receipt shall be deemed as approved.

(d) Licensee will not erase or alter any proprietary markings of Licensor in the Software.

8. No Warranty. LICENSOR LICENSES THE SOFTWARE TO LICENSEE "AS IS". LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT PROMISE THAT THE SOFTWARE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION.
9. Limitation of Liability. LICENSOR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE SOFTWARE. LICENSOR'S TOTAL LIABILITY WITH RESPECT TO ALL CAUSES OF ACTION TOGETHER WILL NOT EXCEED THE AMOUNT PAID BY THE LICENSEE FOR THE PRESENT LICENSE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
10. Term. This Agreement is effective for the period of time indicated on the Order Form, subject to the survival of paragraphs 8 and 14.
11. Termination. The License granted herein will terminate immediately upon the date specified in the Order Form or Licensee's breach of any of its obligations pursuant of this Agreement, whichever comes first.
12. No Assignment. License may not assign any of its rights or delegate any of its duties under this Agreement without Licensor's prior express written consent, and any attempt to do so without that consent will be void.
13. Choice of Laws. This Agreement will be governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflicts of law principles.
14. Amendment. This Agreement may only be amended by a writing signed by both parties.
15. Waiver. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.
16. Severability. If any part of this Agreement is found invalid or unenforceable, it will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.
17. Equitable Relief. Licensor may have injunctive, preliminary or other equitable relief to remedy any actual or threatened dispute.
18. Entire Agreement This Agreement represents the entire Agreement between the parties related to the subject matter and supersedes all prior representations, discussions, negotiations and agreements, whether written or oral.
19. Attorneys' Fees. In the event of a lawsuit between the parties, the court shall have the right to award reasonable attorneys' fees and expenses to the prevailing party, in addition to any other sums to which it may be entitled.

PLEASE BE SURE TO INITIAL PREVIOUS PAGES, SIGN THIS PAGE AND MAIL ORIGINAL

* The term "Executive" applies only to open individual participant public enrolment, accredited by an academic institution. All other programs, whether performed by academic (e.g., company specific, consortia or others restricted in any way) on or off campus, or non-academic institution, restricted in any way, are "Private" for the purpose of this Agreement.

Technical Support:
support@industrat.com

Please fill-in the contract form, sign it and send the scanned copy to us by david.weinstein@insead.edu.

INDUSTRAT USER'S ORDER FORM

This order is for the use of INDUSTRAT: The Strategic Industrial Marketing Simulation is restricted to the following circumstances:

LICENSEE ORGANIZATION / INSTITUTION (Intra EC#: _____)

(delivery) Address: _____

Telephone: _____ Fax: _____

e-mail: _____

Location of Program or Seminar or Course: _____

Starting Date: _____ Ending Date: _____

Title: _____

Final Date on which the Simulation will be run: _____

Program category for Billing Purposes:

☐ Academic degree programs: **€3,000** per Industry

☐ Academic open enrollment non-degree programs: **€6,000** per Industry

☐ Academic or and non-academic in company, multi-company consortia and all other private training: **€12,000** per Industry

TOTAL

No. of Industries	Cost

Number of Participants: _____

Number of Teams: _____

Number of "Industries" (or applications of the software): _____

Name(s) of "Industries" (Max. 8 alpha-numeric characters for each industry name. In case of a naming conflict, the INDUSTRAT Development Team would provide the industry name) _____

Name and Title (of person representing Licensee): _____

APPROVED INDUSTRAT INSTRUCTOR (API)

Name and Title: _____

Address of API: _____

Telephone of API: _____

Fax of API: _____

e-mail of API: _____

Invoice Address: _____

THIS ORDER FORM IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE ATTACHED INDUSTRAT LICENSE AGREEMENT.

SIGNATURE OF LICENSEE: _____

SIGNATURE OF APPROVED INDUSTRAT INSTRUCTOR: _____