

CONDITIONS OF THE LICENSE

IMPORTANT NOTICE

Read the following license conditions carefully before requesting a simulation use license. By proceeding with the license request, you confirm that you have read and understood these conditions and your obligation to abide by them. If you do not agree, you should not request a license.

PURPOSE OF THE LICENSE

PRAXIS MMT Corp., as owner and Licensor of the merchandizing rights for MMT SIMULATIONS®, grants you a license to use the simulation, as well as all associated documentation. You hereby agree to pay the corresponding amount for the license use rights in accordance with the procedure previously established or agreed upon.

PRICE AND FORM OF PAYMENT

The price for the license use rights shall be as specified on the Price Sheet for the current term and shall be payable in euros or in dollars, according to the client.

The amount due shall be paid by the User according to the method and terms agreed. PRAXIS MMT Corp. will send you the invoice associated with the use of the simulation by electronic mail. From that moment on, the User acquires the right to use the simulation until such time as the simulation Director declares the simulation concluded.

If payment has not been made within 15 days of the agreed due date as listed on the invoice, this shall constitute a violation of the terms listed herein, and shall result in the revocation of the simulation use rights without prior notice.

SOFTWARE OWNERSHIP AND COPYRIGHT

The software included in this license, the patents, trademarks and any other intellectual or property rights belong to PRAXIS MMT Corp. The User accepts and acknowledges that the simulation under license is a trade secret belonging to the supplier, as is any information or documentation that is provided and which has been identified by the supplier as confidential.

CONFIDENTIALITY

The User agrees to use the information supplied by the Licensor only for the purposes envisaged in the License Request.

ACCESS TO THE SIMULATION

After completing the website registration form, whose information shall be processed as stipulated in the conditions shown in the Legal Information document for accessing the PRAXIS MMT Corp. website, the simulation under license, as well as all associated documentation, shall be delivered by the provider to the User on the date and in the method agreed.

SIMULATION PASSWORD AND DATA INPUT

Once the request is complete and its conditions are accepted, the User shall be sent or given the relevant Username(s) and password(s). You shall be solely responsible for keeping these access codes confidential, and shall be liable for any unauthorized third party use, whether the codes are obtained with or without your consent.

The User likewise agrees to use the resources available on the simulation webpage for the sole and exclusive purpose of conducting the simulation, and therefore shall not provide any document or resource to any third parties to use in a manner other than as described.

PRAXIS MMT Corp. assumes no responsibility for the entry of data into the simulation or for any potential data entry errors or omissions, nor for the consequences this may have on the results. Each User shall be considered as being solely responsible for the consequences that may ensue from the use of the simulation.

QUALIFICATION AND TECHNICAL SUPPORT

PRAXIS MMT Corp. guarantees the User the availability and qualifications of its personnel to properly operate the simulation under license, as well as the quality of the technical support services that may be required for the correct functioning of the simulation. To assist the User in this way, PRAXIS MMT Corp. suggest the User to do it by telephone, calling us to our regular contact telephone number.

Should the User opt to contract the training services of PRAXIS MMT Corp., these shall incur an additional cost to be agreed upon with the service provider.

GUARANTEE AND LIABILITY

PRAXIS MMT Corp. guarantees the User the proper operation of the simulation under license and of the accompanying medium. This guarantee shall be valid only as long as the User operates the simulation under license in accordance with the technical specifications contained in the operating manuals (operating instructions).

During the guarantee period, PRAXIS MMT Corp. shall provide, without any cost to the User (only if due to factors attributable to PRAXIS), those services necessary to correct any errors that may occur, and shall be solely responsible for the service and its provision, this responsibility not being transferable in whole or in part.

For the purposes of this license, the following circumstances shall not be attributable to PRAXIS: deficiencies and/or defects caused by improper User operation, faulty Internet access, faults in your hardware and/or server, server access problems, cable and/or antenna breakage, interruption of links and/or electricity, etc.

DURATION

This license shall be valid for the duration of the simulation as long as the User complies with each and every one of the stipulations contained herein. The use license shall be terminated automatically otherwise.

Consequently, be aware that at the moment you click on the "Send Request" button, you are accepting the entirety of the terms of use of the simulation.

PERSONAL INFORMATION

PRAXIS may, so as to be able to offer and deliver the products and services marketed and/or provide any information as requested, collect personal data through the aforementioned requests.

Said information is used exclusively to enable us to process the relevant request and to send the User any type of information through the corresponding medium, to include e-mail or similar means.

Pursuant to existing laws on the Protection of Personal Data and other relevant laws on the matter, PRAXIS agrees to comply with its obligation to maintain information of a personal nature provided by the User confidential. Said data are included in an automated file that shall be duly registered and kept in the Data Protection Agency so as to avoid loss, manipulation or unauthorized access, in keeping with the status of existing technology.

GENERAL STIPULATIONS

Should one or more of the stipulations listed herein be or become ineffective, they shall be substituted by a new stipulation whose purpose shall be adjusted to the new existing situation. The ineffectiveness or invalidity of one or more stipulations shall not affect the validity of the remaining stipulations.