



AGREEMENT CONCERNING THE COMMERCIAL USE OF GABEK AND WINRELAN

The parties:

Prof. Dr. Josef Zelger, Klammstraße 7f, A-6020 Innsbruck, Institut für Philosophie, Innrain 52, Tel. 0512-5074021, Fax 0512-5072891, E-Mail Josef.Zelger @uibk.ac.at , forthwith called Z and the

licensee:

Name, Address (Office), Tel., Fax., e-mail

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Address (Home), Tel., Fax., e-mail

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forthwith called L come to the following agreement on the understanding of mutual independence and clear delimitation of contract benefits and obligations:

L entrustsas reliable associate

Address, Tel., Fax., e-mail

1. Rights and utilisation

Z is the sole and unlimited holder of all rights to the method GABEK and the PC-program *WinRelan*, the whole of which will forthwith be called G. Decisions regarding further development (method, applications, software etc.) are made exclusively by Z.

Legally and with respect to method and application, GABEK is independent of *WinRelan*. *WinRelan* was developed for GABEK. *WinRelan* may not be used independently of GABEK without the express permission of Z, neither in part nor in its entirety. Should, with Z's permission, *WinRelan* be used separately from GABEK, the same rules apply as for GABEK as a whole.

All license contracts are concluded directly with Z. They are end-user contracts. There is to be no sub-licensing of any kind.

Under no circumstances may *WinRelan*, manuals or other documents about G be passed on to third parties, not even for purposes of information. However, the *WinRelan-presentation program* can be passed on and preprints may be quoted on the condition that *WinRelan*-screens may not be published. L may also entrust a reliable associate, with whose name and address Z has previously been furnished, with the contractual application of the work with *WinRelan*. This associate, in turn, undertakes in writing to adhere to the conditions of the contract.

2. Scope and duration of license benefits and obligations:

2.1 Except when otherwise stipulated G refers to the entire practical process which applies to a particular situation, i.e. the scientific basis, the procedure, *WinRelan* and possibly other application aids like manuals, instructions, etc.

2.2 With respect to both content and scope, the license is valid exclusively for the project

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or until the date.....

Should L desire to use G after completion of this term, he/she undertakes to conclude a new

contract with Z.

The client of L for whom L executes the project is

2.3 L will receive all documents necessary for implementation of G and the

WinRelan program-version

3. Initial applications by licensee

At the first issuing of the license L will receive an introduction to the practical application of GABEK. Knowledge of and experience with the professional application of computer programs like Windows are a prerequisite. The introduction entails a course of five days duration and supervision or advice during the first practical application if required. The daily rates for the introductory course and initial supervision will be calculated according to the applicable daily rates of fees and expenses.

4 Guarantees and other benefits and obligations

4.1 *WinRelan* has been tested methodically and in a variety of applications. However, as is the case with all very complex programs, incompatibilities cannot be excluded, particularly in very specialised applications. Therefore in the case of software or hardware incompatibilities discovered in the installation process both the installation CD and the manuals etc. as well as licence fees paid will be returned / refunded. This presupposes that L has described the software constellation which probably led to the installation problem.

4.2 In the case of errors that may occur in the project work L undertakes to document any discrepancies or errors in such a way that a technical revision of the program may be done as quickly and efficiently as possible. Normally the submission of the relevant *WinRelan* files saved before and after the error and the applicable log-file with a written description of the problem is sufficient. Under this condition Z will correct such errors in the software free of charge. A guarantee beyond this cannot be given.

4.3 The guarantee is valid only if and when all instructions regarding the procedure of application and the securing of data have been followed precisely and when this can be proved beyond a doubt. The guarantee is limited exclusively to damage caused directly by the program and its application within the relevant specific situation. Damage beyond this is excluded. At most, the guarantee is limited to the sum of the license fee applicable to the relevant specific application.

4.4 Z cannot take responsibility for damages stemming from poor advice and incorrect applications by L. L undertakes to acquire appropriate insurance cover.

4.5 G is constantly being developed with the aid of fundamental research and experience gained in widely varied practical applications. L will be informed about new findings (e.g. new applications) in so far as they bear relevance to the contract project. The usual rates will be charged for the cost of, for instance, further training, software updates, etc.

5 Obligations of the licensee

5.1 L is obliged to pay a license fee according to the stipulations in the contract.

5.2 L is not authorised to stand in for Z. He/she employs G in the latest version provided by Z.

5.3 L undertakes to observe all the instructions regarding the use of GABEK, especially the software *WinRelan* and working aids. Above all, he/she must take all precautions for the protection of data (legal stipulations, protection of data against unauthorised use and insufficient knowledge, etc.) and for the safeguarding of data (viruses, secure storage, etc.). L is liable for all damage resulting from non-compliance with the above requirements.

5.4 L will inform Z regularly about all projects and the persons (names and addresses) working with GABEK.

6 Licence fees for G

6.1. *The fees depends on the order*: It comprises% of the gross order amount which is apportioned to GABEK benefits in the contract between L and his/her client. In this case on request of Z L will issue Z a copy of all contract conclusions. The full order amount subject to the license fee includes remuneration for the preparation of the GABEK research project, surveys and field work, electronic data gathering, evaluation, printing of the results,

compilation of the report, presentation of the results and necessary training for the conversion of the results into practical application, as well as the compilation of a summarised report. Furthermore, evaluations of aims, measures, development of models and other projects connected with the order, are included. All these amounts are to be calculated in gross.

Or

6.2 A fixed charge is determined by agreement .

In the referring project the licence fee of Euros + VAT are charged for

the time period from until the

6.3 Scientific research projects for third parties or subsidised projects are regarded as commercial applications and charged accordingly

6.4 Groups, consulting companies

When the client of L is a large company or an international group and the scope of the license is exceeded, the contract about the license for G must be negotiated and concluded directly by Z. Notably this includes training programs for G. These are carried out by Z. The same also applies to any contact with consultants, consulting firms and similar service providers.

7 Payment

Half of the payment of the license fees will be made upon conclusion of the contract between L and Z, while the other half is paid upon tendering the accounts of L to the client. Delivery of the *WinRelan* program will follow the first payment.

8 Stipulations serving the protection of G

8.1 L has no right to make any changes of any sort to G. Should he/she wish to do so, he/she must inform Z without delay. L has no rights to reverse engineer, decompile or disassemble the software *WinRelan*.

8.2 L undertakes to employ G in such a way that unpublished documents (preprints, manuals etc.) especially *WinRelan*, cannot come into the possession of unauthorised third parties.

8.3 L has no right to teach G. For such an activity previous arrangements with Z and special training are binding.

8.4 *WinRelan* may not be employed on the web or in computers that are accessible to the public and therefore not secured. L undertakes to install *WinRelan* in such a way that it is accessible to none but the persons provided for by the contract.

8.5 Should Z or third parties suffer damages as a result of culpable or negligent improper use of G or *WinRelan*, e.g. the unauthorised passing on of information, the licensee is held liable for the full amount of any such damages. There will also be a contract fine of 30.000.- Euros. This is over and above the liability for other consequences.

8.6 *WinRelan* PC-screens may not be published. This also is valid for the *WinRelan presentation program* which can be passed on the client by L. But they may be used in the presentation of project results.

9 Exchange of experiences

9.1 Further development of G depends largely on the experiences gained from its practical application. L therefore grants Z insight into the progress and results of the application. L will report on essential experiences (errors, desirable improvements, etc.) on request of Z especially regarding the type and scope of the verbal data, particularly on

- formulation of problems, context and background situation
- analytical steps implemented and methods of evaluation
- questions that have arisen during implementation, difficulties and their solutions
- improvement of procedure and new application possibilities.

The report includes at least the printout of the 'project status' (in menu "project" of *WinRelan* submenu „project → Word“) and of the 'overall statistics' and 'graphics' (under "Analysis" submenu "statistics").

9.2 Provided there are no express contradictions, the projects can be entered by Z in the list of implemented GABEK-applications under the name of L, title, client, workers and assignment area.

10 Use of the designation and the logo GABEK and WinRelan. Measures concerning advertising

- 10.1.L undertakes to mark each document based on GABEK and WinRelan with the name and logo in its appropriate form.
- 10.2. Measures concerning the advertising of GABEK or *WinRelan* must first be agreed upon with Z. Any contravention can cause the withdrawal of the license.
- 10.3. In presentations and publications about contract projects Prof. Dr. Josef Zelger must be named as author of the method G. At the first mention, the logo and the copyright of GABEK and *WinRelan* (© Josef Zelger, Innsbruck) must be printed. It must be emphasised, however, that the implementation in a concrete case lies in the responsibility of L, provided no other agreement was reached.

11. Concluding clauses

- 11.1. The contract ends on After this term G and *WinRelan* may no longer be used. However, the *WinRelan presentation* program may be used without time limit.
- 11.2. For additional applications follow-up agreements must be made.
- 11.3. The contract may be terminated immediately for important reasons, such as the institution of insolvency proceedings, default contravention of contractual stipulations, prohibition of competition, etc.
- 11.4. On the termination of the contract all documents that were provided by Z for the application of G must be returned. The contract is terminated immediately on the death or commercial retirement of L.
- 11.5. Any changes to the contract must be made in writing. Should any part or parts of the contract be ineffective, the contract partners may replace them with legally effective stipulations. This will not affect other stipulations in the contract.

12. It has been agreed that Innsbruck shall be the court of jurisdiction

PlaceDate

Josef Zelger

Licensee

Associate of L