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Univ.-Prof. Dr. Josef Zelger

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## **LICENSE FOR PROFESSIONAL USE OF GABEK® AND WINRELAN® IN COMMERCIAL AND SUBSIDIZED PROJECTS THAT ARE NOT EXECUTED UNDER THE AUTHORITY OF UNIVERSITIES**

**Applicable for projects with a maximum of two additional users**

The parties:

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Tel. 0043 699 1 29 11 666, E-Mail Josef.Zelger@uibk.ac.at, hereafter called Z,  
and the licensee, hereafter called L.

Name: .....

Address: .....

Tel: ..... e-mail: .....

UID / VAT number of L ( if L is resident in the EU but not in Austria) .....

L and Z come to the following agreement:

### **1. Rights and uses**

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

- 1.2 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.
- 1.3 All license contracts must be concluded with Z. Any subcontract is excluded. The agreement between L and Z is an end user contract.
- 1.4 Under no circumstances may WinRelan®, manuals or other documents about G be passed on to third parties, not even for purposes of information. However, these may be quoted on the condition that WinRelan®-screens are not published. The contract ends after one year. After this term, G and WinRelan may no longer be used. However, the WinRelan presentation program may be used without time limit.
- 1.5 L may entrust two reliable project assistants with the contractual application of the work with GABEK® or WinRelan®. The assistants, in turn, must agree in writing to adhere to the conditions of the contract. In the case of infringements of confidentiality regarding GABEK and WinRelan through the assistants, L is liable.  
L will inform Z of the names, addresses and e-mail addresses of the assistants.

Project assistant 1 of L (if applicable): .....

( Address, Tel., e-mail): .....

Project assistant 2 of L (if applicable)

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

- 1.6 Provided that there are no arguments against, L will inform Z about the title of the first running project.

Title of the first planned project of L .....

.....

**2. Scope and duration of license benefits and obligations:**

- 2.1 Except when otherwise stipulated, G refers to the entire practical process applied to a particular situation, i.e. the scientific basis, the procedure, *WinRelan®* and possibly other application aids such as manuals, instructions, etc.
- 2.2 This contract is valid from TTMMJJ to TTMMJJ.
- 2.3 L will receive all documents necessary for implementation of G and the full WinRelan® program.

**3. Further services**

Training courses about G, supervision, or other services (such as hotline) are offered by Z or by a staff member of Z according to the schedule of charges.  
See Offers at: [www.GABEK.com](http://www.GABEK.com) ....

**4 Guarantees and other benefits and obligations**

- 4.1 WinRelan has been tested methodically and in conjunction with a variety of other software applications. However, as is the case with all very complex programs, incompatibilities cannot be excluded, particularly

with very specialized applications. Therefore, in the case of software or hardware incompatibilities being discovered during the installation process, license fees already paid will be refunded. This presupposes that L has described the software constellation that probably led to the installation problem.

- 4.2 In the case of errors that may occur in the project work, L agrees 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 corresponding log file with a written description of the problem, is sufficient.
- 4.3 The guarantee is valid only if and when all instructions regarding the application procedure 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 specific relevant situation. Damage beyond this is excluded. At most, the guarantee is limited to the sum of the license.
- 4.4 Z cannot take responsibility for damages stemming from poor advice and incorrect applications by L.
- 4.5 G is constantly being developed, with the aid of fundamental research and experience gained in widely varied practical applications. In the case of extension of the license, L will always receive the newest version of the software.

## **5 Obligations of the licensee**

- 5.1 L is obliged to pay a license fee according to the stipulation in the contract.
- 5.2 L is not authorized to stand in for Z. He/she employs G in the latest version provided by Z.
- 5.3. L is obliged to bear the minimal effort in running projects – as arranged with Z – without dropping the minimal prices for GABEK-performances (protection of the quality of GABEK-services).
- 5.4 L agrees 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 protecting the data (legal stipulations, protection against unauthorized use and insufficient knowledge, etc.) and for safeguarding the data (viruses, secure storage, etc.). L is liable for all damage resulting from non-compliance with the above requirements.
- 5.5 L will inform Z about his/her project assistants (names, addresses, e-mails) who work with GABEK or WinRelan.
- 5.6 L will inform his/her client about the license contract for the GABEK method with Z.

## **6. License fee for G**

6.1. Z will receive from L a license fee of 948 EURO (790 plus 20% VAT) for one year, from ..... to .....

6.2. If L or his associates have a large company or an international group as a client, the contract about the license for G must be negotiated and concluded directly with Z. Notably this includes training programs for G. These are carried out by Z. The same also applies to any contract with consultants, consulting firms and similar service providers. In such cases, the license for professional use of GABEK and WinRelan is not applicable, but a license contract for commercial and institutional applications must be concluded (License institutional).

## **7. Payment.**

- 7.1. L will pay the license fee according to the contract and the invoice. The PIN-code for downloading G and the WinRelan-program are sent to L after payment.
- 7.2. L will transfer the license fee to Josef Zelger, account number 210 203 285, Hypo Tirol Bank, IBAN: AT54 5700 0002 1020 3285, BIC (SWIFTCODE): HYPTAT22.

## **8 Stipulations protecting G**

- 8.1 L or his assistants have 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 or his assistants have no right to reverse engineer, decompile or disassemble the *WinRelan*® software. The license to use GABEK is an end user license.
- 8.2 L agrees to employ G in such a way that unpublished documents (preprints, manuals, etc.) especially *WinRelan*®, cannot come into the possession of unauthorized third parties. Also the assistants commit to not passing *WinRelan*®, manuals or other documents about G to third parties, not even for purposes of information. However, manuals or other training material may be quoted on the condition that *WinRelan*®-screens are not published.
- 8.3 L has no right to teach G. For such an activity, previous arrangements with Z and special training are required.
- 8.4 L agrees 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 unauthorized passing on of information, the licensee L is held liable for the full amount of any such damages.

## 9 Exchange of experiences

- 9.1 Further development of G depends largely on the experiences gained from its practical application. Therefore on request of Z, L will grant Z insight into the progress and results of the application. L or his assistants will report on essential experiences (errors, desirable improvements, etc.), 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’ (under Project menu of *WinRelan* > Word) and of the ‘overall statistics’ and ‘graphics’ (under Analysis > Statistics).
- 9.2 In the case of publications about the project, L will communicate with Z regarding the bibliographic description. Provided there are no express contradictions, the project can be entered by Z in the list of implemented GABEK-applications under the name of L, the organization, the title of the project, and its assignment area.

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

- 10.1. 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 emphasized, however, that the implementation in a concrete case lies in the responsibility of L, provided no other agreement was reached.
- 10.2. In reports on GABEK projects or publications “GABEK” is to be named as a search word or key concept.
- 10.3. Advertising of GABEK® or *WinRelan*® must first be agreed upon with Z. Any contravention can cause withdrawal of the license.

## 11. Concluding clauses

- 11.1 The contract ends after one year or \_\_\_\_\_. 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 extension of the license after the first year see [www.GABEK.com](http://www.GABEK.com)
- 11.3. The contract can be abrogated in the event of bankruptcy proceedings, default of payment, or infringement of contractual relationships such as non-competition clause.
- 11.4. 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**

Location .....Date .....

Josef Zelger

Licensee

Assistants (if applicable)