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**LICENCE FOR THE STUDENT USE OF  
GABEK® AND WINRELAN® THROUGH UNIVERSITIES, POLYTECHNICS AND  
ADVANCED TECHNICAL COLLEGES**

The parties:

Prof. Dr. Josef Zelger, Klammstraße 7f, A-6020 Innsbruck, Klammstraße 7f  
Tel. 0043 699 1 29 11 666, E-Mail Josef.Zelger@uibk.ac.at, hereafter called Z,  
and the licensee

Name of student :.....  
hereafter called L

L is student of the university, polytechnic or technical college :.....

Evidence of matriculation: .....

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

Address: .....

e-mail: .....

L and Z come to the following agreement:

1. **Right.**

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

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

L is granted the right to use GABEK and WinRelan for scientific and commercial purposes of the referring university (hereafter called O) for a maximum of one year.

L will receive all documents necessary for implementation of G and the full *WinRelan*® program.

L will use G for the project: .....  
(Title of the first intended project of O, for which L will use GABEK and WinRelan.)

The project is (a baccalaureate- or master-thesis, a diploma thesis, a PhD-thesis, or another scientific research project etc.)

At the department.....of the university.....

with supervisor Prof.....

Should L desire to use G for further projects not run under the authority of O, e.g. for professional purposes, he/she must conclude a new contract with Z. This also applies to scientific research projects for third parties or subsidized projects that are regarded as commercial applications and charged accordingly. In such case, L will inform his / her client for whom he/she is running the project about the obligation to conclude a new contract with Z and pay the license fee. If L wants to use G further after the license has expired, L is obliged to enter into follow up agreements with Z.

Z is not liable for software- or hardware incompatibilities. 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.

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 applicable log-file with a written description of the problem, is sufficient.

## 3. Obligations of the licensee

Further development of G depends largely on the experiences gained from its practical application.

L therefore will inform Z on request about essential experiences (errors, desirable improvements etc.), especially regarding the type and scope of the verbal data. In particular:

- 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.

After the completion of the project, L will send a report to Z. The report includes at least the title of the project, the printout of the ‘project status’ (under Project menu of *WinRelan* > Word) and of the ‘overall statistics’ and ‘graphics’ (under Analysis > Statistics).

Provided there are no express contradictions, the projects can be entered by Z in the list of implemented GABEK-applications with title of the project under the name of L and O.

If a GABEK-project is published, L will send Z the bibliographic description. Both in publications, as well in baccalaureate, masters, or doctoral theses or dissertations, “GABEK” is to be named as a search word or key concept. In presentations and publications about contract projects, Prof. Dr. Josef Zelger must be named as author of the method G. In project reports and publications, the copyright for GABEK and *WinRelan* must be printed at the first mention as: “GABEK® and *WinRelan*® (Copyright © Josef Zelger, Innsbruck).”

#### 4. License fee for G

L will pay a license fee of 240 Euro (inkl 20% VAT) per year to Josef Zelger, account number 210 203 285, Hypo Tirol Bank, IBAN: AT54 5700 0002 1020 3285, BIC (SWIFTCODE): HYPTAT22.

**Training courses** about G or **supervision** by Z or through a staff member of Z are offered according to the schedule of charges (see [www.GABEK.com](http://www.GABEK.com)).

#### 5 Stipulations serving the protection of G

L or O 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 O has no rights to reverse engineer, decompile or disassemble the *WinRelan*® software. 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. However, they may be quoted in reports or publications.

L has no right to teach G. For such an activity, previous arrangements with Z and special training are required. L agrees to install *WinRelan*® in such a way that it is accessible to none but the persons provided for by the contract. The contract is an end user license.

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, L is held liable for the full amount of any such damages.

*WinRelan* PC-screens may not be published, although they may be used in the presentation of project results.

#### 6. Concluding clauses

The contract ends after one year or when L leaves the university or the organization O. After this term G and *WinRelan* may no longer be used. However, the *WinRelan* presentation program may be used without time limit.

**For extension of the license after the first year see:** [www.GABEK.com](http://www.GABEK.com).

#### 7. It has been agreed that **Innsbruck** shall be **the court of jurisdiction**

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

Josef Zelger

Licensee