

LICENSE AGREEMENT

Between

The Universität Hamburg

represented by the President of the University, Mittelweg 177, 20148 Hamburg,

Executing body

Faculty of Business, Economics and Social Sciences,

Olaf Bock, Head of WISO-Laboratories
Jun.Prof. Dr. Andreas Nicklisch

Called "UHH"

and

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.....

Called "Licensee"

§ 1 Preamble

- (1) WHEREAS the UHH has developed the software package hroot,
- (2) WHEREAS the UHH holds all property rights in the Software including the right to permit the use of the Software by a third party or to transfer such rights to such a party; IT IS HEREBY AGREED as follows:

§ 2 Extent of Rights

- (1) The UHH grants herewith to the Licensee a nonexclusive license to use the Software. The UHH retains the right to grant further licenses to third parties.
- (2) The use of the Software is restricted exclusively to the administration of social science experiments in academic research conducted by the Licensee.
- (3) The Licensee is not permitted to transfer its rights under this agreement to any third party or to make the Software and/or the respective intellectual property rights in any other way accessible or available to any third party.

§ 3 License Fees

- (1) The UHH does not charge a license fee for the use of the Software.
- (2) In return for the license the Licensee agrees to mention the name of hroot and to cite the following article in all publications which are based on experimental results organized and administrated with the Software: Bock, O.; Nicklisch, A.; Baetge, I. (2014): European Economic Review 71, pp. 117-120. (DOI: 10.1016/j.eurocorev.2014.07.003)

§ 4 Changes of the Software provided by the Licensee

- (1) The UHH is entitled to incorporate at its sole and exclusive discretion all changes or supplements or all proposed changes or supplements to the Software (improvements) developed by the Licensee free of charge, and the Licensee herewith grants to the UHH a license to use such improvements.
- (2) On enquiry of UHH Licensee shall inform UHH about the improvements.

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- (1) The UHH disclaims all warranties, express or implied, regarding the Software, including any implied warranties of satisfactory quality, merchantability or fitness for a particular purpose.
- (2) Except for gross negligence and/or willful default on the part of the UHH, the UHH shall have no liability whatsoever to the Licensee for any direct, indirect, special or consequential loss and/or expense (including loss of profit) suffered by the Licensee and arising out of a breach or alleged breach of this contract.

§ 6 Duration of the Agreement

- (1) This agreement is valid for one year, starting from, and shall thereafter continue for subsequent one-year periods unless the UHH or the Licensee terminates the agreement not less than three months prior to the expiration of the initial or any subsequent one-year term.

(2) Should this agreement be terminated, irrespective of the reasons, the Licensee shall refrain from all and any use of the Software.

§ 7 Violations of the License Agreement

(1) In case of material violation of this agreement by the Licensee, the UHH is entitled to terminate this agreement immediately.

§ 8 Unauthorized use of the Software by a Third Party

(1) The UHH and the Licensee will inform each other immediately of any unauthorized use of the Software by a third party or alleged violation of third party rights. Both parties agree to use their best efforts to prevent any unauthorized use of the Software by such third party and to defend claims for alleged violation of third party rights.

§ 9 Amendments

(1) This Agreement shall not be amended or modified except in written form by the UHH and the Licensee.

§ 10 Applicable Law and Place of Jurisdiction

(1) The applicable law shall be German law and the place of jurisdiction is Hamburg (Germany).

Signed for and on behalf of the **Universität Hamburg**, Faculty of Business, Economics and Social Sciences, WISO-Laboratories

Signature:

Faculty of Business, Economics and Social Science

Date:

Signature:

Andreas Nicklisch

Date:

Signature:

Olaf Bock

Date:

Signed for and on behalf of.....

Signature:

Name:

Title:

Date: