Web Service License
Agreement

by and between

Ludwig Maximilians-University Munich

Geschwister-Scholl-Platz 1, 80539 München

for

BAS (Bavarian Archive for Speech Signals), c/o Institut für Phonetik

Universität München, Schellingstr. 3 / II, 80799 München

represented by the project administrator Dr. Christoph Draxler

- hereinafter referred to as »Licensee«

and

<name and adress of webservice provider>
represented by <official>

- hereinafter referred to as »Licensor«

regarding licensing of a web service called
<title of webservice>

WHEREAS:

Licensor has developed and owns the web service <title of webservice>;
Licensee wishes to obtain from Licensor license rights on the web service for the
purpose of allowing access to this web service for other (third) parties (sub-licensees);
Licensor is willing to grant Licensee such license rights.
Licensor wishes that the Licensee widespread the service to academic sub-licensees
for free. Therefore Licensor waives to earn royalties.

NOW, THEREFORE, in consideration of the premises and mutual covenants
hereinafter contained it is agreed between the parties as follows:

1.   Licensed Web Service

1.1. »Licensed Web Service« (hereinafter abbreviated as »Web Service«) is the service described in the Exhibit A attached hereto, including is related documentation, which Exhibit A may be amended and/or supplemented by mutual agreement between the parties from time to time.

1.2. Licensor will provide Licensee with access to the Web Service as specified in **Exhibit A.**

2.   License Grant

2.1. Licensor grants to Licensee a non-exclusive, worldwide license during the term of this Agreement and all renewals and extensions thereof to use, modify, have modified and sub-license subject to the terms and conditions of this Agreement. Licensee acquires no ownership, right, title, or interest in the web Service or any copyrights for the Web Service through this license.

2.2. Licensor retains the right to improve, modify and/or amend the Web Service. Such improvements, modifications and/or amendments are not subject of this Agreement, unless otherwise mutually agreed upon.

3.   Web Service Protection

3.1. Licensee recognizes and acknowledges the confidential and valuable proprietary nature of the Web Service and agrees to maintain its confidentiality and to make no use of the Web Service except under the terms and conditions of this Agreement. Licensee expressly undertakes to obtain written or otherwise provable agreement of each of its sub-licensees for the protection of its confidentiality.

3.2. Licensee agrees to maintain and respect copyright notices on all interfaces to the Web Service.

3.3. Licensee's obligation under this Article 3 shall survive any termination or expiration of this Agreement and shall end after 5 (five) years.

3.4. Licensee has to stipulate in his license agreements with sub-licensees among other things the following:

- Sub-licensee agrees to acknowledge the copyright holders and authors with appropriate citations in any publication or presentation containing research results obtained in whole or in part through the use of the Web Service.

- In each publication or presentation the Web Service must be referred to as <URL or reference>.

4. Warranty

4.1. Licensor represents that he has developed and owns all rights and title in the Web Service. Licensee acknowledges that the Web Service is provided on an "as is" basis. Licensor makes no warranties of any kind, either expressed or implied, with respect the Web Service.

4.2. The above limited warranty is the only warranty made by Licensor and all warranties for merchantability and/or fitness for a particular purpose are expressly excluded.

4.3. Neither party shall be liable for any consequential damages except to the extend caused by gross negligence or willful misconduct.

5. Compensation

5.1. Licensor waives all compensations derived from the usage of the Web Service (royalties).

6. Term and Termination

6.1. The term of this Agreement shall be effective from the date when signed on behalf of both parties hereto and shall remain in force until 31st of December 2019 and thereafter for further periods of one year each if not terminated by written notice at least three months prior to the end of the initial term or any following renewal period of this Agreement.

7. Miscellaneous

7.1. This Agreement cannot be modified except by written instrument duly signed by both parties hereto. This procedure may only be waived in writing.

7.2. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a government having jurisdiction over this Agreement,

the validity of the remaining portions shall not be affected thereby, and the invalid or unenforceable part, term or provision shall be replaced by a part, term or provision that comes closest to the intention of the invalid or unenforceable part, term or provision.

7.3. This Agreement shall be subject to and construed and interpreted in accordance with the Laws of the Federal Republic of Germany. Should it not be possible to settle amicably differences of opinion out of this Agreement, then the case shall be brought before the regular courts of law for a decision. Munich shall be the place of jurisdiction and fulfillment.

The entire Agreement is composed of the seven articles herein together with the Exhibits A thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by their duly authorized officers or representatives.

Munich, ... 〈location〉,..

....
Dr. Christoph Draxler 〈official〉

Seen and approved:
Munich, ...

....
(Project leader)

Exhibit A

The Licensed Web Service concerned is: **<title of webservice>**

Name: <responsible>

Author: ⟨author⟩

Language(s):

⟨list of languages if applicable⟩

API URL:

See ⟨URL of the API, not the web interface or documentation!⟩