

These Terms of Use are a legal agreement between [Dipl.-Ing. Walter Abel Management Consulting](#) and a customer organization (in the following the "customer" and both the "parties"). This agreement defines the terms under which the usage of the ITSM Process Library shall be granted and the undertakings of the customer in respect to the Terms of Use.

§1 Validity and scope

- (1) These Terms of Use are valid for the ITSM Process Library in all available formats.
- (2) These Terms of Use are valid subsidiary to possible contracts signed by [Dipl.-Ing. Walter Abel Management Consulting](#) and their customers (orders and agreements) if such contract is established.
- (3) All orders for the ITSM Process Library are only valid in case authorized persons of the customer sign them. An order becomes finally effective by the payment of the license fee by respective invoice rendered by [Dipl.-Ing. Walter Abel Management Consulting](#).
- (4) If one or more of the contractual terms are or become ineffective, the parties to this Terms of Use are obliged to substitute the ineffective terms by effective ones, which have nearly the same economical effect and the parties reasonably would have accepted the contract with the new clause(s).

§2 License grant and ownership

- (1) [Dipl.-Ing. Walter Abel Management Consulting](#) hereby grants to the customer against payment of the license fee a non exclusive and non transferable perpetual license to use the ITSM Process Library as is at the moment of contract conclusion, and all accompanying documentation.
- (2) Furthermore [Dipl.-Ing. Walter Abel Management Consulting](#) grants the customer an everlasting access right to the ITSM document archive of [Dipl.-Ing. Walter Abel Management Consulting](#).
- (3) The customer may integrate the ITSM Process Library in his own process models by customization or modification or add his own process models to it freely.
- (4) The license grant does in no way lessen the exclusive ownership of [Dipl.-Ing. Walter Abel Management Consulting](#) to the ITSM Process Library.

§3 Obligation of the customer

- (1) The customer shall not disclose to a third party nor use for any purpose other than for the proper fulfillment of the obligations under this Terms of Use information received from [Dipl.-Ing. Walter Abel Management Consulting](#) in whatever form under or in connection with this Terms of Use without obtaining the written permission of [Dipl.-Ing. Walter Abel Management Consulting](#) thereto. The customer explicitly acknowledges not to publish or disclose any agreements set in contracts between the customer and [Dipl.-Ing. Walter Abel Management Consulting](#) to any third party without a prior written consent of [Dipl.-Ing. Walter Abel Management Consulting](#), except that as may be required by applicable mandatory law.
- (2) The customer shall not provide, resell or otherwise make available the ITSM Process Library in whole or in part (including but not limited to program listings, object code, source program listings, and source code) and process models derived from it in any form to any person other than the customer's employees without prior written consent from [Dipl.-Ing. Walter Abel Management Consulting](#) or as otherwise provided in this Terms of Use.

§4 Copyright / Trademarks

- (1) The copyright to the ITSM Process Library stays with [Dipl.-Ing. Walter Abel Management Consulting](#).
- (2) ITSM Process Library is a trademark of [Dipl.-Ing. Walter Abel Management Consulting](#). ITIL® is a trademark of AXELOS Limited.

§5 Limited liability

- (1) The ITSM Process Library is delivered as is. Due to its nature it is a tool to be adapted to the customer's needs. Hence no upgrade service is included in the software license.
- (2) [Dipl.-Ing. Walter Abel Management Consulting](#) and its employees are working according to the recognized principles of consultancy business and are therefore liable for damages only in case of proved intention in the terms of the law. This is also effective in case of subcontracted (by [Dipl.-Ing. Walter Abel Management Consulting](#)) third parties. Liabilities and claims are impossible in cases of negligence.
- (3) The liability of [Dipl.-Ing. Walter Abel Management Consulting](#) in any case is limited to and shall not exceed the amount actually paid to [Dipl.-Ing. Walter Abel Management Consulting](#) by the other party in respect of the supply of the particular products or services which gave rise to the liability in question.
- (4) [Dipl.-Ing. Walter Abel Management Consulting](#) shall not in any case be liable whether in contract, tort, by reason of negligence or otherwise for any indirect, special or consequential damages, howsoever arising (including but not limited to loss of revenue or loss of anticipated profits) in connection with or arising out of the furnishing, functioning or use of the products or any item of service provided and shall not be liable for any other damages except as expressly provided in these Terms of Use.

- (5) All liabilities have to be claimed within 90 days after delivery.
- (6) Force Majeure: neither party shall be liable hereunder to the other for any loss, injury, delay or damages suffered or incurred by the other party due to strikes, official or unofficial industrial action, riots, acts of terror, fires, storms, avalanches, flood damage, explosions, war (declared or not declared), supervening legislation, Governmental or other regulations and directives or any other similar cause beyond its reasonable control, and any failure or delay by either party in performance of any of its obligations under this contract due to any of the foregoing causes shall not be considered as a breach of this contract and shall not give rise to any liability.

§6 Reference

- (1) [Dipl.-Ing. Walter Abel Management Consulting](#) is allowed to add Customer's name and logo to the reference list after establishment of the order.

§7 Applicable law / Place of jurisdiction

- (1) For the contract, its fulfillment and all other titles deriving from the contract, Austrian law is applicable except anything different is stated in a possible contract.
- (2) Place of jurisdiction is Vienna except anything different is stated in a possible contract.

**Dipl.-Ing. Walter Abel
Management Consulting**

Karl Czerny - Gasse 2/2/32
A - 1200 Vienna
Phone: +43 (1) 92912 65
Fax: +43 (1) 92912 66
Email: office@walter-abel.at
Internet: www.walter-abel.at