



baubook reference & product values

Agreement for the use in research projects

Owner of the data

baubook GmbH
Alserbachstraße 5/8
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Austria

Contract partner (representative of the research consortium);

We are pleased that the reference and product values are a useful addition to your research project. The terms of use for downloading these data are governed by this agreement. If the terms of use do not include or do not sufficiently explain a type of use desired by you, we ask you to contact us.

Reinschauen. Ökologisch bauen.



1. Data on the research project

Short title:

Long title:

Duration of the project (from ... to ...):

Project partners:

Description / Abstract:



2. Terms of use

- 2.1. All documents and information concerning the interface and the data contained therein are to be treated confidentially and may not be passed on to third parties.
- 2.2. The copyright for the provided reference and product values (in future referred to as „data“) is held exclusively by baubook GmbH. The data can be integrated into the software solutions developed within the framework of the research project. If the research project results in software solutions whose use extends beyond the duration of the research project, the „Agreement with software engineers and operators“ is required for this.
- 2.3. The transfer of data to third parties is only permitted under the conditions set out in this agreement. Any other form of transfer, the sale of the rights of use to third parties or the granting of sublicenses is not permitted.
- 2.4. The data from baubook must be marked as such if used in software (e.g. as baubook catalogue or with baubook logo). The source of the data shall be quoted in corresponding publications.
- 2.5. The data is imported via an XML interface. The XML file is only offered ZIP-compressed and encrypted. An XML scheme and an associated documentation are available for the interface. The documentation also describes encryption and versioning.
- 2.6. The file is available for download on the baubook zentrale (www.baubook.at/zentrale). The prerequisite for downloading the interface file is a personal registration of the users on baubook. The personal data will be treated confidentially. The data can also be imported directly from programs. The prerequisite for this is, that each user will be first requested to register on baubook (query of mail or user name with password).
- 2.7. baubook GmbH receives free of charge fully functional licenses of the corresponding software for non-commercial use - primarily for internal quality assurance purposes.



3. Range of application and liability

- 3.1. The general terms and conditions of baubook GmbH (AGB) apply to the use of the data. The data are intended for the calculation of energy and environmental indicators – for example within the framework of research work, housing subsidies or procedures by the building authorities (energy performance of buildings certificate). They are only conditionally suitable for use in building physics certificates (this applies in particular to vapour diffusion and noise calculations).
- 3.2. baubook GmbH is responsible for the ongoing care and maintenance of the catalogue of reference values and the quality assurance of the product data. The data is provided by baubook GmbH with the greatest care. Nevertheless, baubook GmbH accepts no liability for the correctness, completeness, consistency and accuracy of the data. No liability is accepted by baubook GmbH for any deficiencies in the data, in particular for consequential damage. This also applies in the event of data being passed on to data users (third parties) in accordance with the terms of use. Finally, baubook GmbH is not liable for the usability of the data for specific (individual) purposes of the data user, unless this has been expressly agreed in writing.

4. Termination

- 4.1. The agreement may be terminated by either party at any time by giving three months' written notice. The permission of use expires after written notice immediately if the contract partner violates the terms of use. In addition, the data user is fully liable to pay compensation for any damages resulting from this.

Place, date

Place, date

Signature of contract partner

Signature of baubook (owner of data)