

Governikus KG



Governikus Communicator

Nutzungsbedingungen
Governikus Communicator

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(4) Bibliothek: Die OSCI-Bibliothek einschließlich aller zugehörigen Module, Dateien zur Definition von Schnittstellen sowie Skripte, die für die Steuerung der Compilation und die Installation der Bibliothek verwendet werden. Keine Anwendung findet die Lizenz auf den in der Klasse `de.osci.helper.IS08601DateTimeFormat.java` enthaltenen Code der Software "Skaringa". Dieser steht unter der "Skaringa-License" deren Regelungen bei einer Verwertung der genannten Klasse zu beachten sind.

(5) Vollständiger Quelltext: Der gesamte Quelltext aller Bestandteile der Bibliothek.

(6) Verwerten: Jedes Vervielfältigen, Verbreiten und öffentliche (Online-) Zugänglichmachen der Bibliothek, soweit diese Nutzungshandlungen über die bestimmungsgemäße Benutzung der Bibliothek einschließlich der Fehlerberichtigung, die Herstellung einer Sicherheitskopie, oder die Dekompilierung zur Herstellung von Interoperabilität mit anderen Programmen hinausgehen.

(7) Bearbeitung: Jede Form der Änderung der Bibliothek, z.B. eine Kompilierung oder Kürzung des Quelltextes oder das Hinzufügen von Quelltext soweit es sich nicht um eine bloße Zusammenstellung nach § 5 Absatz 2 handelt.

(8) Bearbeiter: Jeder der eine Bearbeitung an der Bibliothek vornimmt und an der Bearbeitung ein Schutzrecht erwirbt.

Abschnitt 2: Nutzungsrechtseinräumungen

§ 1 Vertragsschluss

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(2) Der Lizenzvertrag kommt stets zwischen dem ursprünglichen Lizenzgeber und dem Lizenznehmer zustande, auch wenn der Lizenznehmer die Bibliothek von einem Dritten erlangt.

§ 2 Rechte zur unveränderten Verwertung des Quelltextes

(1) Mit Zustandekommen des Lizenzvertrages werden dem Lizenznehmer lizenzgebührenfrei einfache, räumlich und zeitlich unbeschränkte Rechte eingeräumt, den vollständigen Quelltext der OSCI-Bibliothek, so wie er ihn bekommen hat, zu verwerten. Diese Nutzungsrechte sind nicht übertragbar.

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(3) Der Lizenznehmer darf die Bezeichnung "OSCI" in Zusammenhang mit der Verwertung

der unveränderten Bibliothek verwenden.

§ 3 Rechte zur Erstellung und Verwertung von Bearbeitungen des Quelltextes

(1) Der Lizenznehmer erhält das Recht, den Quelltext der OSCI-Bibliothek, so wie er ihn erhalten hat, auf beliebige Weise zu bearbeiten. Bearbeitungen der Bibliothek dürfen nicht die Urheberpersönlichkeitsrechte der Schöpfer verletzen.

(2) Der Lizenznehmer darf die Bearbeitungen der Bibliothek unter Beachtung der Pflichten aus Abschnitt 3 dieser Lizenzbestimmungen verwerten. Der Lizenznehmer darf für die Nutzung der Bearbeitung keine Lizenzgebühren verlangen. In Bezug auf das Angebot anderer entgeltlicher Leistungen im Zusammenhang mit einer Bearbeitung gilt § 2 Absatz 2 entsprechend.

(3) Die Bezeichnung "OSCI" darf, gleich ob alleinstehend oder mit Zusätzen, zur Bezeichnung oder Bewerbung von Bearbeitungen der Bibliothek nur verwendet werden, wenn die Freie Hansestadt Bremen dem vorher ausdrücklich in schriftlicher Form zugestimmt hat. Anfragen auf die Erteilung solcher Zustimmungen können an die Adresse bibliothek@osci.de gerichtet werden.

§ 4 Rechte zur Verwertung im Objektcode oder in ausführbarer Form

Der Lizenznehmer darf die unveränderte oder bearbeitete Bibliothek ganz oder in Teilen nach Maßgabe der §§ 1 und 2 dieser Lizenzbestimmungen auch in Objektcode-Form oder in ausführbarer Form verwerten, soweit er hierbei die Pflichten des 3. Abschnitts beachtet.

§ 5 Rechte zur Verwertung von Gesamtprogrammen

(1) Der Lizenznehmer darf die Bibliothek mit anderen eigenständigen Programmen, die nicht unter diesen Lizenzbestimmungen zu stehen brauchen, zu einem Gesamtprogramm kombinieren und dieses Gesamtprogramm verwerten.

(2) Bei einer Verwertung der Bibliothek im Rahmen eines Gesamtprogramms kommen diese Lizenzbestimmungen nur für die Bibliothek selbst, nicht aber für das Gesamtprogramm insgesamt oder das mit der Bibliothek kombinierte Programm zur Anwendung. Etwas anderes gilt nur dann, wenn sich das Gesamtprogramm als Bearbeitung der Bibliothek darstellt. In diesem Fall darf das Gesamtprogramm entsprechend § 8 Absatz 1 nur unter diesen Lizenzbestimmungen verwertet werden. Das Gesamtprogramm stellt solange keine Bearbeitung der Bibliothek dar, wie der Quelltext der Bibliothek und der Quelltext anderer Teile des Gesamtprogramms in unterschiedlichen Dateien gespeichert sind.

§ 6 Rechte zur Verwendung des Lizenztextes

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Abschnitt 3: Nutzerpflichten

§ 7 Pflichten bei der Verwertung des unveränderten Quelltextes

(1) Verbreitet der Lizenznehmer Vervielfältigungsstücke der Bibliothek hat er jedem Vervielfältigungsstück eine Kopie dieser Lizenzbestimmungen beizufügen. Macht er die Bibliothek online zugänglich, sind diese Lizenzbestimmungen in gleicher Weise für jedermann frei und ohne Einschränkung bereitzuhalten. An jedem Vervielfältigungsstück der Bibliothek ist ein deutlicher Hinweis auf den Fundort der Lizenzbestimmungen anzubringen.

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§ 8 Zusätzliche Pflichten bei der Verwertung von Bearbeitungen

(1) Erwirbt der Lizenznehmer an einer Bearbeitung der Bibliothek ein Urheberrecht, ist dessen Verwertung nur gestattet, wenn der Lizenznehmer die Bearbeitung wiederum diesen Lizenzbestimmungen unterstellt. Der Bearbeiter darf einzelne sprachliche Anpassungen der Lizenzbestimmungen vornehmen, soweit er hierzu aufgrund der Bestimmungen in § 3 Absatz 3 Satz 1 und § 6 Absatz 2 verpflichtet ist. Inhaltliche Änderungen der Lizenzbestimmungen sind dem Bearbeiter dagegen nicht gestattet.

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(2) Statt gemäß Absatz 1 den vollständigen Quelltext beizufügen, genügt es, wenn bei der Verbreitung oder sonstigen Verfügbarmachung (z.B. zum Download) der Bibliothek in Objektcode-Form oder in ausführbarer Form jedem Vervielfältigungsstück entweder:

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§ 10 Zusätzliche Pflichten bei der Verwertung in Gesamtprogrammen

(1) In jedem Fall der Verwertung der Bibliothek im Rahmen eines Gesamtprogramms gem. § 5 dieser Lizenzbestimmungen hat der Lizenznehmer neben den sonstigen aus den §§ 7-9 bestehenden Verpflichtungen - durch einen deutlichen Hinweis darauf aufmerksam zu machen, dass die Bibliothek in dem Gesamtprogramm enthalten ist und dass diese nur unter den vorliegenden Lizenzbestimmungen verwertet werden darf.

(2) Wenn das Gesamtprogramm während des Ablaufs Urheberrechtshinweise anzeigt, müssen die Hinweise auf die Urheber und die Inhaber der Nutzungsrechte an der OSCI-Bibliothek,

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(3) Wendet der Lizenznehmer auf die Bibliothek oder ein Gesamtprogramm technische Schutzmaßnahmen (z.B. Kopierschutzsysteme) an und werden dadurch Verwertungen der unveränderten

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Abschnitt 4: Abweichungen von den Lizenzbestimmungen und Erlöschen der Rechte

§ 11 Sondervereinbarungen

Abweichungen von diesen Lizenzbestimmungen sind möglich, wenn zwischen dem Lizenzgeber und dem Lizenznehmer besondere schriftliche Vereinbarungen abgeschlossen werden. Diesbezügliche Anfragen können an die Adresse bibliothek@osci.de gerichtet werden.

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Ist der Lizenznehmer aufgrund der Rechte Dritter oder staatlicher Verbote verpflichtet, bei der Verwertung der Bibliothek von den Regelungen dieser Lizenzbestimmungen ganz oder teilweise abzuweichen, ist ihm die Verwertung der Bibliothek insgesamt untersagt.

§ 13 Erlöschen der Rechte bei Verstoß gegen die Lizenzbestimmungen

(1) Verstößt der Lizenznehmer gegen diese Lizenzbestimmungen, erlöschen seine Nutzungsrechte an der Bibliothek unmittelbar mit Wirkung auch für die Vergangenheit.

(2) Das Erlöschen der Nutzungsrechte nach Absatz 1 hat auf die Rechte anderer Nutzer keinen Einfluss, solange diese selbst die Lizenzbestimmungen nicht verletzen.

Abschnitt 4: Haftung und Gewährleistung

§ 14 Haftung und Gewährleistung des Lizenzgebers

Im Verhältnis zwischen Lizenzgeber und Lizenznehmer sind Haftung und Gewährleistung des Lizenzgebers auf Vorsatz und grobe Fahrlässigkeit beschränkt. Soweit nach dem Gesetz eine Gewährleistung des Lizenzgebers nur bei einem arglistigen Verschweigen von Mängeln vorgesehen ist, gelten die gesetzlichen Regelungen.

Abschnitt 5: Sonstige Klauseln

§ 15 Anwendbares Recht, Gerichtsstand

(1) Auf diese Lizenzbestimmungen findet deutsches Recht Anwendung.

(2) Soweit die Lizenznehmer Kaufleute, juristische Personen des öffentlichen Rechts oder öffentlich-rechtliche Sondervermögen sind, ist der Gerichtsstand Bremen.

§ 16 Salvatorische Klausel

Stellt sich eine der vorstehenden Klauseln als unwirksam heraus, berührt dies die Wirksamkeit dieser Lizenzbestimmungen im Übrigen nicht.

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Senator für Finanzen, Freie Hansestadt Bremen, Postfach 10 15 40, 28015

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JavaHelp 2.0

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

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Version 1.0

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