



# Governikus KG



## Governikus

### Signer WebEdition

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## Nutzungsbedingungen Governikus Signer WebEdition

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#### § 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

(1) Der Lizenznehmer darf den Lizenztext in unveränderter Form für die Verwertung der OSCI-Bibliothek verbreiten, vervielfältigen und der Öffentlichkeit zugänglich machen.

(2) Bearbeiter der Bibliothek dürfen ihre bearbeitete Version der Bibliothek dem Lizenztext in unveränderter Form nur unterstellen, wenn Ihnen die Verwendung der Bezeichnung "OSCI" gemäß § 3 Absatz 3 Satz 1 dieser Lizenzbestimmungen gestattet ist. Bearbeiter, die nicht über eine Zustimmung gemäß § 3 Absatz 3 Satz 1 verfügen, müssen die Bezeichnung "OSCI" aus dem Lizenztext entfernen, ohne den Inhalt der Lizenzbestimmungen- vor allem die Rechte und Pflichten- dabei zu ändern (§ 8 Absatz 1 Satz 1).

(3) Es ist jedermann gestattet, den Lizenztext für die Verwertung von anderen Programmen als der OSCI-Bibliothek nach Maßgabe des Absatzes 1 zu nutzen und für solche Zwecke beliebig anzupassen und zu verändern. Wird der Lizenztext, gleich ob in ursprünglicher oder veränderter Form, für die Verwertung anderer Programme genutzt, darf die Bezeichnung "OSCI" hierin nicht enthalten sein.

### 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.

(2) In jedem Fall der Verfügbarmachung der Bibliothek an einen Dritten ist durch einen ausdrücklichen, deutlich sichtbaren Vermerk auf die Geltung dieser Lizenzbestimmungen hinzuweisen. Die Hinweise, die der Quelltext der Bibliothek auf die Urheber, die Inhaber der ausschließlichen Rechte und die Geltung dieser Lizenzbestimmungen enthält, dürfen vom Lizenznehmer nicht verändert werden.

#### § 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.

Sonstige Schutzrechte (z.B. Patente oder Markenrechte), die der Lizenznehmer im Zusammenhang mit einer Bearbeitung oder Verwertung der Bibliothek erwirbt, dürfen nicht eingesetzt werden, um Beschränkungen der Rechte aus dieser Lizenz oder weitere Verpflichtungen der Nutzer der Bibliothek herbeizuführen.

(3) Bei der Verwertung von Bearbeitungen der Bibliothek sind die Änderungen durch einen auffälligen Vermerk im Quelltext kenntlich zu machen. Aus dem Vermerk muss sich ergeben, welche Modifikationen zu welchem Zeitpunkt vorgenommen wurden. Der Bearbeiter kann in diesem Vermerk auf seine Autorenschaft hinweisen.

#### § 9 Besondere Pflichten bei der Verwertung in Objektcode-Form oder in ausführbarer Form

(1) Verwertet der Lizenznehmer die Bibliothek in Objektcode-Form oder in ausführbarer Form ist er verpflichtet, gleichzeitig den vollständigen maschinenlesbaren Quelltext der Bibliothek wie er ihn erhalten hat, auf einem Medium beizufügen, das üblicherweise zum

Austausch von Software benutzt wird.

(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:

a) ein mindestens 3 Jahre gültiges Angebot auf Zusendung des vollständigen Quelltextes auf einem Medium beigelegt wird, das üblicherweise zum Speichern von Software benutzt wird, wobei die Kosten der Zusendung die Selbstkosten für den Datenträger und den Versand nicht überschreiten dürfen; oder

b) ein deutlicher Hinweis auf eine allgemein zugängliche Internet-Adresse angebracht wird, unter der jedermann den vollständigen Quelltext kostenfrei herunterladen kann.

#### § 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, wie sie der Lizenznehmer vorgefunden hat, ebenfalls angezeigt werden.

(3) Wendet der Lizenznehmer auf die Bibliothek oder ein Gesamtprogramm technische Schutzmaßnahmen (z.B. Kopierschutzsysteme) an und werden dadurch Verwertungen der unveränderten oder bearbeiteten - Bibliothek, die nach diesen Lizenzbestimmungen jedermann gestattet sind, faktisch verhindert, ist er entsprechend den Regelungen in §- 9 dieser Lizenzbestimmungen verpflichtet, den vollständigen Quelltext jedermann verfügbar zu machen und gegebenenfalls auf den Fundort hinzuweisen. Zugangsbeschränkungen für Intranets gelten nicht als "technische Maßnahmen" im Sinne des Satzes 1.

#### 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](mailto:bibliothek@osci.de) gerichtet werden.

##### § 12 Rechte Dritter und staatliche Verbote

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.

## Anhang: Wie wird die OSCI-Bibliothek unter die Bremer Lizenz für freie Softwarebibliotheken gestellt?

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For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the

GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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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.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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11 April 2007

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