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beA Client-Security

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All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. The reasonable period of time is never to exceed sixty (60) calendar days. If all Recipient's rights under this Agreement terminate, Recipient must cease using and distributing the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement, and any and all licenses granted by Recipient relating to the Program, shall continue and survive.

OCC may publish new versions (including revisions) of this Agreement from time to time. OCC may also publish new versions of the Program from time to time, possibly including Contributions, but OCC is never obligated to include any particular Contribution. Each new version of the Agreement, as well as each new version of the Program, will be given a distinguishing version number. Each Contributor may distribute a version of the Program,(with or without that Contributor's Contributions), subject to the version of the Agreement under which the Contributor properly received it, or under a newer version of this Agreement, as the Contributor may choose.

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This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

2.8 The 2-Clause BSD License

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2.9 Bremer Lizenz für freie Softwarebibliotheken

Version 1.0

Präambel

Diese Lizenz ist bestimmt, eine freie Nutzung der OSCI-Bibliothek durch jedermann zu ermöglichen. Die OSCI-Bibliothek dient der Implementierung des Standards "OSCI-Transport". OSCI-Transport wurde vom Bundesministerium des Innern als obligatorischer Standard für elektronische Transaktionen zwischen Bürger und Verwaltung eingestuft. Durch Umsetzung des Standards wird eine solche Transaktion in elektronisch gesteuerten Verwaltungsverfahren unabhängig von der verwendeten Technik ermöglicht. Die OSCI-Bibliothek soll als implementiertes Produkt den Herstellern von Fachverfahren für die öffentliche Verwaltung dienen, ihre Programme schnell und mit geringem Aufwand OSCI-fähig zu machen. Um die Durchsetzung von OSCI-Transport über den Einsatz der Bibliothek zu realisieren, muss diese ohne weiteres verbreitet, angepasst, in andere Programme integriert und weiterentwickelt werden können. Den Lizenznehmern werden daher durch diese Lizenzbestimmungen Befugnisse eingeräumt, die weit über das hinausgehen, was den Lizenznehmern "proprietärer" Software erlaubt wird. Die Bezeichnung OSCI ist als Wortmarke der Freien Hansestadt Bremen beim Deutschen Patent- und Markenamt eingetragen.

Die Nutzung der OSCI-Bibliothek ist nur nach Maßgabe dieser Lizenzbestimmungen zulässig. Durch die nachfolgenden Lizenzbestimmungen wird jedermann ein einfaches Nutzungsrecht eingeräumt. Dieses erlaubt dem Lizenznehmer die freie Vervielfältigung, Verbreitung und Online-Zugänglichmachung sowie die freie Weiterentwicklung, Änderung und sonstige Bearbeitung der OSCI-Bibliothek. Um Veränderungen zu ermöglichen, wird der Quelltext der Bibliothek offengelegt. Gegenstand der Lizenz sind dabei nur Nutzungshandlungen, die über eine bestimmungsgemäße Benutzung der OSCI-Bibliothek einschließlich der Fehlerberichti-

gung, die Herstellung einer Sicherheitskopie oder die Dekompilierung zur Herstellung von Interoperabilität mit anderen Programmen hinausgehen. Für solche Nutzungshandlungen ist ein Rechtserwerb nicht notwendig, da diese bereits durch die Bestimmungen des Urheberrechtsgesetzes gestattet werden.

Die Lizenzbestimmungen führen im Übrigen nicht zu einem Verzicht der Lizenzgeber auf ihre Rechte an der OSCI-Bibliothek. Vielmehr wird durch deren Annahme ein Lizenzvertrag geschlossen, der dem Lizenznehmer auch Pflichten auferlegt. Hierzu gehört vor allem, dass der Lizenznehmer bearbeitete Versionen der OSCI-Bibliothek wiederum diesen Lizenzbestimmungen unterstellen muss ("Copyleft"). Verstößt der Lizenznehmer gegen seine Pflichten, erlöschen seine Nutzungsrechte an der OSCI-Bibliothek.

Abschnitt 1: Definitionen

(1) Lizenzgeber: Jeder Inhaber ausschließlicher Schutzrechte an der Bibliothek.

(2) Lizenznehmer: Jeder, der die Bibliothek nach Maßgabe dieser Lizenzbestimmungen verwertet.

(3) Schutzrechte: Ausschließlichkeitsrechte jeglicher Art, die an der Bibliothek bestehen, z.B.

Urheberrechte, Patente oder Markenrechte.

(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.ISO8601DateTimeFormat.java enthaltenen Code der Software "Skaringa".

Dieser steht unter der "Skaringa-Licence" 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

(1) Der Lizenzgeber erklärt mit diesen Lizenzbestimmungen gegenüber jedermann ein Angebot zum Abschluss eines Lizenzvertrages über die Einräumung von Nutzungsrechten an der Bibliothek nach Maßgabe der nachfolgenden Bestimmungen. Der Vertrag kommt zustande, wenn der Lizenznehmer die Bibliothek verwertet. Die Annahmeerklärung muss dem Lizenzgeber nicht zugehen.

(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.

(2) Der Lizenznehmer darf entgeltliche Leistungen anbieten, die mit der Bibliothek in Zusammenhang stehen, wie z.B. das Anbieten von Beratungsleistungen oder den Verkauf von Datenträgern, auf denen die Bibliothek enthalten ist.

(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 Beachtungen 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 allein stehend 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

(1) Der Lizenznehmer darf den Lizenztext in unveränderter Form für die Verwertung der OSCIBibliothek 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.

(2) 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 beigefügt 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 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?

Um jedermann die Rechte zur freien Nutzung der OSCI-Bibliothek nach Maßgabe dieser Lizenzbestimmungen verschaffen zu können, ist an jedem Vervielfältigungsstück der OSCI-Bibliothek der nachstehende Hinweis auf die Geltung dieser Lizenz und deren Fundort in deutlich sichtbarer Form anzubringen. Zudem ist der folgende Vermerk beizufügen, der den Inhaber der ausschließlichen Nutzungsrechte, den Ersteller von Bibliothek und Lizenztext und das Jahr der Erstveröffentlichung bezeichnet. Beide Hinweise sollten am Anfang jeder Quelltext Datei stehen.

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Die Lizenzbedingungen können unter der URL www.osci.de abgerufen oder bei der OSCI-Leitstelle, Senator für Finanzen, Freie Hansestadt Bremen, Postfach 10 15 40, 28015 Bremen schriftlich angefordert werden.

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