



Nutzungsbedingungen
Governikus Communicator Justiz Edition

Governikus Communicator Justiz Edition, Version 3.9.5
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Nutzungsbedingungen Governikus Communicator Justiz Edition

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(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.

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(3) Der Lizenznehmer darf die Bezeichnung "OSCI" in Zusammenhang mit der Verwertung der unveränderten Bibliothek verwenden.

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(3) Die Bezeichnung "OSCI" darf, gleich ob alleinstehend oder mit Zusätzen, zur

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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.

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Abschnitt 3: Nutzerpflichten

§ 7 Pflichten bei der Verwertung des unveränderten Quelltextes

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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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§ 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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§ 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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Version 2.1, February 1999

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