
Lizenzvereinbarung

Im Folgenden sind die Vertragsbedingungen für die Benutzung der Software durch Sie als dem "Lizenznehmer" aufgeführt.

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Definitionen

Lizenzgeber: Gira, Giersiepen GmbH & Co KG, Radevormwald, Deutschland

Lizenznehmer: Der rechtmäßige Empfänger der Gira L1-Geräte-Software.

Gira L1-Geräte: Der Begriff Gira L1-Geräte meint die L1 Geräte, die jeweils aus einem Hardware-Gerät und der zugehörigen Firmware bestehen.

Firmware: Software, die auf dem Gira IP-Gerät eingebettet ist und zum Betrieb des selbigen dient.

Inbetriebnahme-Software: Die Inbetriebnahme-Software bezeichnet das Anwendungsprogramm, das zur Projektierung und Konfiguration der Gira L1-Geräte bereitgestellt wird.

Software von Dritten: Third Party IP (Aufzählung)

PACKAGE	VERSION	LICENSE	SOURCE ARCHIVE
buildroot	2012.11.1	GPLv2+	not saved
avahi	0.6.31	LGPLv2.1+	avahi-0.6.31.tar.gz
boost	1.59.0	unknown	boost_1_59_0.tar.bz2
busybox	1.20.2	GPLv2	busybox-1.20.2.tar.bz2
bzip2	1.0.6	bzip2 license	bzip2-1.0.6.tar.gz
dbus	1.4.24	unknown	dbus-1.4.24.tar.gz
dropbear	2012.55	MIT; BSD-2c-like; BSD-2c	dropbear-2012.55.tar.gz
eeprog	0.7.6	unknown	eeprog-0.7.6.tar.gz
expat	2.1.0	MIT	expat-2.1.0.tar.gz
htop	1.0.1	unknown	htop-1.0.1.tar.gz

PACKAGE	VERSION	LICENSE	SOURCE ARCHIVE
iostat	2.2	GPL	iostat-2.2.tar.gz
json-spirit	4.06	unknown	json-spirit-4.06.tar.gz
kmod	11	unknown	kmod-11.tar.xz
libdaemon	0.14	LGPLv2.1+	libdaemon-0.14.tar.gz
libffi	3.0.11	MIT	libffi-3.0.11.tar.gz
libfuse	2.9.2	GPLv2 LGPLv2.1	fuse-2.9.2.tar.gz
glib2	2.30.3	unknown	glib-2.30.3.tar.xz
libpcap	1.3.0	BSD-3c	libpcap-1.3.0.tar.gz
libupnp	1.6.17	unknown	libupnp-1.6.17.tar.bz2
libxml2	2.8.0	MIT	libxml2-2.8.0.tar.gz
libxslt	1.1.27	MIT	libxslt-1.1.27.tar.gz
log4cplus	1.1.2	Apache-2.0	log4cplus-1.1.2.tar.xz
memtester	4.3.0	unknown	memtester-4.3.0.tar.gz
mtd	1.5.0	GPLv2	mtd-utils-1.5.0.tar.bz2
ffmpeg	0.8.12	unknown	ffmpeg-0.8.12.tar.bz2
ncurses	5.9	MIT with advertising clause	ncurses-5.9.tar.gz
ntfs-3g	2012.1.15	unknown	ntfs-3g_ntfsprogs-2012.1.15.tgz
ocf-linux	20120127	unknown	ocf-linux-20120127.tar.gz
openssl	1.0.2g	OpenSSL or SSLeay	openssl-1.0.2g.tar.gz
pcre	8.31	BSD-3c	pcre-8.31.tar.gz
picocom	1.6	unknown	picocom-1.6.tar.gz
popt	1.16	MIT	popt-1.16.tar.gz
screen	4.0.3	unknown	screen-4.0.3.tar.gz
ser2net	2.7	unknown	ser2net-2.7.tar.gz
sftpserver	openssh-5.9p1	unknown	openssh-5.9p1.tar.gz
socat	2.0.0-b8	GPLv2	socat-2.0.0-b8.tar.bz2

PACKAGE	VERSION	LICENSE	SOURCE ARCHIVE
sqlite	3071300	Public domain	sqlite-autoconf-3071300.tar.gz
tcpdump	4.3.0	BSD-3c	tcpdump-4.3.0.tar.gz
uboot-tools	2012.07	unknown	u-boot-2012.07.tar.bz2
udev	182	unknown	udev-182.tar.bz2
util-linux	2.20.1	GPLv2+; BSD-4c; libblkid and libmount LGPLv2+; libuuid BSD-3c	util-linux-2.20.1.tar.bz2
websocketpp	0.3.0	unknown	websocketpp-0.3.0.tar.gz
xmlsec1	1.2.18	MIT	xmlsec1-1.2.18.tar.gz
zip	30	Info-ZIP	zip30.tgz
zlib	1.2.7	zlib license	zlib-1.2.7.tar.bz2
autoconf	2.68	GPLv3+ with exceptions	autoconf-2.68.tar.gz
automake	1.11.6	GPLv2+	automake-1.11.6.tar.gz
fakeroot	1.18.2	GPLv3+	fakeroot_1.18.2.orig.tar.bz2
gperf	3.0.4	unknown	gperf-3.0.4.tar.gz
intltool	0.40.6	unknown	intltool-0.40.6.tar.bz2
libglib2	2.30.3	unknown	glib-2.30.3.tar.xz
libtool	2.2.10	GPLv2+	libtool-2.2.10.tar.gz
mtd	1.5.0	GPLv2	mtd-utils-1.5.0.tar.bz2
ncurses	5.9	MIT with advertising clause	ncurses-5.9.tar.gz
pkgconf	0.8.9	unknown	pkgconf-0.8.9.tar.bz2
e2fsprogs	1.42.6	GPLv2; libuuid BSD-3c; libss and libet MIT-like with advertising clause	e2fsprogs-1.42.6.tar.gz
libffi	3.0.11	MIT	libffi-3.0.11.tar.gz
libxml-parser-perl	2.36	unknown	XML-Parser-2.36.tar.gz
lzo	2.06	GPLv2+	lzo-2.06.tar.gz
m4	1.4.16	GPLv3+	m4-1.4.16.tar.bz2

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Lizenzgegenstand

Gegenstand dieses Vertrages ist die auf dem Gira L1 bereitgestellte Software, sowie die zugehörige Dokumentation in schriftlicher oder elektronischer Form.

3

Rechte zur Nutzung der Gira L1-Software

Der Lizenzgeber räumt dem Lizenznehmer das nicht ausschließliche, zeitlich unbegrenzte und nicht übertragbare und nicht unterlizenzierbare Recht ein, die Firmware gemäß den Geschäftsbedingungen dieser Nutzungslizenz auf dem L1 Gerät für die in der gültigen Fassung der Dokumentation (die in gedruckter Form oder aber auch als Onlinehilfe bzw. Onlinedokumentation zur Verfügung gestellt wird) genannten Zwecke und Anwendungsbereiche zu nutzen.

Der Lizenznehmer verpflichtet sich sicherzustellen, dass jeder, der das Programm nutzt, dies nur im Rahmen dieser Lizenzvereinbarung durchführt und diese Lizenzvereinbarung einhält.

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4.1

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2. der Dritte sich vor der Weitergabe und Nutzung zur Einhaltung dieser Nutzungsbedingungen gegenüber Gira verpflichtet.

Der Lizenznehmer wird den Dritten vor Weitergabe des Gira L1 Gerätes auf diese Nutzungsbedingungen ausdrücklich hinweisen.

4.4

Der Lizenznehmer ist nicht berechtigt, die Gira L1-Software zu vermieten, zu verleasen oder Unterlizenzen an dem Programm zu erteilen.

4.5

Der Lizenznehmer benötigt eine schriftliche Genehmigung des Lizenzgebers, um Software zu erstellen und zu vertreiben, die von der Gira L1-Software abgeleitet ist.

4.6

Die Mechanismen des Lizenzmanagements und des Kopierschutzes der Gira L1-Software dürfen nicht analysiert, nicht publiziert, nicht umgangen und nicht außer Funktion gesetzt werden.

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Eigentum, Geheimhaltung

5.1

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Änderungen

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Bezüglich der Lizenzbedingungen für diese Software verweisen wir auf die unter Abschnitt 1 angegebenen Links (URLs). Diese Bedingungen werden mit in diesen Vertrag einbezogen.

Der Lizenzgeber wird innerhalb der ersten 36 Monaten nach Auslieferung der Software dem Lizenzgeber auf Anfrage den vollständigen, maschinenlesbaren Source Code der unter Punkt 1 gelisteten Drittsoftware (Open Source Software) zur Verfügung stellen. Hierfür wird der Lizenzgeber dem Lizenznehmer die Versandkosten in Rechnung stellen.

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- Die Software ist bei Übergabe frei von Material- und Herstellungsfehlern.
- Die Software arbeitet gemäß der ihr beigefügten Dokumentation in der jeweils gültigen Fassung.
- Die Software ist auf den vom Lizenzgeber genannten Computer-Stationen ablauffähig.

Die Erfüllung der Gewährleistung erfolgt ausschließlich durch Ersatzlieferung. Das gilt nicht, wenn der Lizenznehmer Verbraucher im Sinne des § 13 BGB ist.

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Anwendbares Recht und Gerichtsstand

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Mit Beendigung des Vertrages erlischt die Lizenz zur Nutzung der Gira L1- Software. Die Gira L1-Geräte müssen in diesem Fall außer Betrieb genommen werden. Eine weitere Nutzung der Gira L1-Geräte ohne Lizenz ist ausgeschlossen.

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Ausnahme

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- Ende der Lizenzvereinbarung -

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Version 3, 29 June 2007

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The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

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1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

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- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

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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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- 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.
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