

ThinPrint-Endbenutzer-Lizenzvertrag (ELV)

„ThinPrint Mobile Print“

Wichtig!

Bitte lesen Sie den vorliegenden ThinPrint-Endbenutzer-Lizenzvertrag sowie die in den Anhängen 1-15 beigefügten Lizenzbestimmungen für „MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS“; „Microsoft .NET Framework 4.6“; „MICROSOFT .NET FRAMEWORK 4 CLIENT PROFILE FOR MICROSOFT WINDOWS OPERATING SYSTEM AND ASSOCIATED LANGUAGE PACKS“; „Microsoft Exchange Server MAPI Client and Collaboration Data Objects 1.2.1“; „MICROSOFT ACCESS 2010 RUNTIME“; „MICROSOFT VISUAL C++ 2008 RUNTIME LIBRARIES (X86, IA64 AND X64), SERVICE PACK 1“; „MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS ENTITY FRAMEWORK 4.1“; „LibreOffice 5.0.3“; „Oracle Binary Code License Agreement for the Java SE Platform Products, JavaFX“; „Microsoft SQL Server 2012 Express“; „Microsoft Package Manager for .NET“; „Microsoft software update to Visual Studio KB2483190“; „novaPDF for SDK Printer“; „Microsoft Application Request Routing Version 2 for IIS 7“; „SumatraPDF“; „Microsoft External Cache Version 1 for IIS 7“; „IIS URL Rewrite Module 2“; „Microsoft Web Farm Framework Version 1 for IIS 7“; „Windows Management Framework 3.0“; „Microsoft SQL Server 2012 Command Line Utilities“; „Microsoft SQL Server 2012 Management Objects“; „Microsoft SQL Server 2012 Windows PowerShell Extensions“; „Microsoft SQL Server 2012 Native Client“; „Microsoft SQL Server 2012 System CLR Types“; „PDF Clown 0.2.0“ (im Folgenden als „**ELV**“ bezeichnet) sorgfältig durch, bevor Sie die Software „ThinPrint Mobile Printer“ sowie alle möglicherweise mitgelieferten Zusatzprogramme, wie sie nachstehend in Ziffer 6 näher definiert sind oder dazugehörige Materialien und/oder Dokumentationen in elektronischem oder Online-Format (im Folgenden insgesamt als „**Software**“ bezeichnet) installieren und benutzen.

Indem Sie die Software installieren, kopieren oder anderweitig verwenden, erklären Sie sich mit den Bestimmungen des ELV einverstanden und stimmen zu, die Software nur wie hierin beschrieben zu nutzen.

Installieren Sie die Software als Administrator oder als ein anderer zur Installation berechtigter Mitarbeiter eines Unternehmens und stellen Sie die Software anschließend den Nutzern zur Verfügung, so erklären Sie sich ebenfalls mit den Bestimmungen des ELV einverstanden und stimmen zu, die Software nur wie hierin beschrieben zu nutzen.

Lehnen Sie die Bedingungen des ELV hingegen ab, so sind Sie nicht zur Installation und Nutzung der Software, gleich auf welche Art und Weise, berechtigt.

1. Allgemeines

Dieser ELV wird zwischen der ThinPrint GmbH, Alt-Moabit 91a, 10559 Berlin (nachfolgend als „**ThinPrint**“ bezeichnet) und einer juristischen oder natürlichen Person, die selbst bzw. deren Mitarbeiter die Software installieren und nutzen (nachfolgend als „**Endbenutzer**“ bezeichnet), geschlossen und stellt einen rechtsgültigen Vertrag zwischen den genannten Parteien dar, welcher abschließend alle Rechte und Pflichten des Endbenutzers sowie von ThinPrint an der Software regelt.

2. Definitionen

- (1) Als „**Gerät**“ wird nachfolgend eine Hardware-Betriebssystemeinheit bezeichnet, wobei diese auch virtualisiert sein kann.
- (2) Als „**Server**“ werden nachfolgend Geräte bezeichnet, welche hauptsächlich Dienste und Funktionen für andere Geräte zur Verfügung stellen.
- (3) Als „**Endgeräte**“ werden nachfolgend Geräte bezeichnet, welche hauptsächlich Dienste und Funktionen von einem Server anfordern.
- (4) Ein „**Cluster**“ bezeichnet nachfolgend eine Gruppe unabhängiger Server, die nach außen als ein Server erscheinend zusammenarbeiten, um die Last für vernetzte Endgerät- und Serveranwendungen über mehrere Server zu verteilen und die Verfügbarkeit von Anwendungen und Diensten zu erhöhen. Bei einer Zunahme der Auslastung können Cluster durch Hinzufügen zusätzlicher Server skaliert werden. Die als Knoten oder Hosts bezeichneten Clusterserver sind physisch und durch Software miteinander verbunden. Bei Versagen eines Knotens übernehmen die verbleibenden die Funktion des ausgefallenen Knotens.
- (5) Ein „**Named User**“ bezeichnet nachfolgend eine genau bestimmte natürliche Person (tatsächlicher Named User), welche die Software nutzt. Prozesse, die nicht durch natürliche Personen, sondern maschinell-automatisch, ausgelöst werden (logischer Named User), werden als Named User gezählt, wenn solche Prozesse die Software nutzen oder auf sie zugreifen. Greifen mehrere tatsächliche Named User mittels eines logischen Named Users auf die Software zu, so ist die Anzahl der tatsächlichen Named User für die Anzahl der insgesamt erforderlichen Named-User-Lizenzen ausschlaggebend. Eine Named-User-Lizenz darf zu keinem Zeitpunkt zeitgleich auf verschiedenen Geräten genutzt werden. Die (Mit-)Benutzung einer Named-User-Lizenz durch mehr als einen tatsächlichen oder logischen Named User ist ausdrücklich untersagt. Eine Named-User-Lizenz kann nur übertragen werden, wenn der ursprüngliche Named User die Software nicht länger nutzen kann und darf. Der Lizenzschlüssel zu einer bestimmten Named-User-Lizenz darf nur auf einem Server installiert und aktiviert werden. Eine Ausnahme stellen die Knoten eines Clusters dar.

3. Nutzungsrechte

- 3.1 Innerhalb des Geltungsbereiches und Rahmens dieses ELV überträgt ThinPrint dem Endbenutzer das nicht weiter übertragbare, widerrufliche, räumlich beschränkte und nicht ausschließliche Recht zur Installation und Nutzung der vorliegenden Software, einschließlich aller eventuell vorliegenden Zusatzprogramme, gemäß der zur Software bereitgestellten technischen Dokumentation. Dabei darf die Software auf einem Endgerät, einem Server oder einer Serverfarm entsprechend der zu der Software vergebenen Anzahl der Lizenzen installiert und genutzt werden. **Die in diesem**

ELV beschriebenen Anforderungen hinsichtlich Art und Anzahl der erforderlichen Lizenzen gelten auch dann, wenn die technische Lizenzprüfung der Software eine andere Art und/oder eine andere Anzahl von Lizenzen zulässt. Maßgeblich sind ausschließlich die Bestimmungen dieses Lizenzvertrags. Darüber hinaus ist der Endbenutzer berechtigt, nach der Installation eine Kopie der Software gemäß dem ELV oder anstelle einer solchen Kopie ein Image des Endgeräts oder Servers anzufertigen, auf dem die Software installiert wurde, wobei diese Kopie bzw. dieses Image ausschließlich für Archivierungszwecke oder zur Reinstallation der Software auf demselben Endgerät, Server oder derselben Serverfarm ohne das Erfordernis einer erweiterten Lizenzierung angefertigt und aufbewahrt werden darf. Darüber hinausgehende Kopien und/oder Images bedürfen der zusätzlichen Lizenzierung gemäß den Bestimmungen dieses ELV. Alle Marken- und Urheberrechte sowie alle sonstigen Schutzrechtshinweise auf alle Rechte von ThinPrint müssen in dieser Kopie bzw. in diesem Image enthalten sein und bleiben.

- 3.2 Der Endbenutzer ist nicht berechtigt, über die in Ziffer 3.1 enthaltenen Regelungen hinausgehende zusätzliche teilweise oder vollständige Kopien, Klone oder Images der Software und Zusatzprogramme anzufertigen, die Software oder die genannten Komponenten auf sonstige Art und Weise zu vervielfältigen, zu übersetzen, Teile aus der Software herauszulösen, das Arrangement zu verändern oder andere Umarbeitungen und Anpassungen vorzunehmen oder Kopien von solchen Änderungen anzufertigen. Der Endbenutzer ist ebenfalls nicht berechtigt, die Software über den gesetzlich gestatteten und festgelegten Rahmen hinaus zurück zu entwickeln, zu dekompileieren oder zu disassemblieren. Schließlich ist es dem Endbenutzer ebenfalls nicht gestattet, die Inhalte der Software unter anderem zu verdrehen, die Farbe, die Größe, das Muster und die Schriftarten zu ändern oder Logo-Elemente, Copyright und Markenangaben zu trennen oder zu verändern.
- 3.3 Der Endbenutzer ist nicht berechtigt, die ihm im Rahmen des ELV übertragenen Rechte und Pflichten abzutreten, unterzulizenzieren, zu verkaufen oder auf andere Weise zu übertragen.
- 3.4 Sofern der Endbenutzer die Software auf mehr als einem Speichermedium erhält, ist er ausschließlich zur Verwendung der Software auf einem der Medien berechtigt. Für die Software auf dem alternativen Medium gilt ein generelles Nutzungsverbot auf einem anderen Endgerät, Server oder einer anderen Serverfarm sowie die Verbote aus 3.2 und 3.3.
- 3.5 Stellt die Software ein Update eines Vorgängerproduktes dar und hat der Endbenutzer das Update im Rahmen eines von ihm bestellten Updateservices (Update Subscription) erworben, so ist der Endbenutzer nur dann berechtigt, das Update zu installieren und zu nutzen, wenn er über eine gültige Lizenz für das Vorgängerprodukt verfügt, das von ThinPrint für das Update als geeignet gekennzeichnet ist. Zudem ist vom Endbenutzer zu beachten, dass das Update das Vorgängerprodukt ersetzt und/oder ergänzt sowie möglicherweise deaktiviert.
- 3.6 Ist die Software als „Nicht zum Weiterverkauf bestimmt“ oder „NFR“ (Not For Resale) gekennzeichnet, so ist die Verwendung der Software auf Demo-, Test- oder Beurteilungszwecke beschränkt; eine darüber hinausgehende Nutzung ist unzulässig. Insbesondere ist der Endbenutzer nicht berechtigt, diese Software weiterzuverkaufen oder Dritten auf andere Weise zu verschaffen.
- 3.7 Alle nicht ausdrücklich gewährten Rechte behält sich ThinPrint vor.

4. Übertragung der Software und Weitergabe an Dritte

- 4.1 Die Software selbst darf zu keiner Zeit an Dritte verkauft, verliehen, vermietet oder ihnen in sonstiger Weise überlassen werden.
- 4.2 Der Endbenutzer ist zur Installation der Software auf einem zweiten Endgerät, Server oder einer zweiten Serverfarm nur dann ohne das Erfordernis einer erweiterten Lizenzierung berechtigt, wenn er die Software nach ihrer Übertragung auf das zweite Endgerät, den zweiten Server oder die zweite Serverfarm vollständig und dauerhaft von dem ersten Endgerät, Server oder der ersten Serverfarm entfernt bzw. gelöscht hat. Zudem müssen mit Installation der Software auf einem zweiten, anderen Endgerät, einem zweiten Server oder einer zweiten Serverfarm ebenfalls alle anderen Bestandteile der Software, namentlich alle mitgelieferten Zusatzprogramme, Beschreibungen und Medien übertragen werden. Darüber hinaus müssen alle Personen, die auf das zweite Endgerät, den zweiten Server oder die zweite Serverfarm und damit auf die Software Zugriff erhalten hinreichend über den Inhalt und die einzelnen Bedingungen des vorliegenden ELV informiert sein.

5. Lizenzierung

- 5.1 Die Lizenzen der Software, auch die als Demo- oder NFR-Lizenzen bezeichneten Lizenzen der Software, sind zunächst 30 Tage lang gültig. Grundsätzlich sind jegliche Lizenzen der Software erst nach einer Freischaltung (Aktivierung) durch ThinPrint über den 30-Tage-Zeitraum hinaus gültig. Eine Aktivierung der Lizenzen kann durch ThinPrint abgelehnt werden, wenn der zugehörige Lizenzschlüssel nicht zur Nutzung der Software in der installierten Version berechtigt. Abweichend von der vorstehenden Regelung zur grundsätzlichen Aktivierung von Lizenzen können Demo-Lizenzen grundsätzlich nicht über den 30-Tage-Zeitraum hinaus verwendet oder aktiviert werden. Einen weiteren Sonderfall in der Aktivierung stellen Unternehmenslizenzen dar, welche erst nach Unterzeichnung eines gesonderten Unternehmenslizenzvertrages und nur dann gültig sind, wenn der Endbenutzer im Sinne des ELV als Lizenznehmer in dem gesondert zu vereinbarenden Unternehmenslizenzvertrag benannt wird.
- 5.2 Gültige Lizenzschlüssel berechtigen den Endbenutzer zur Nutzung der Software in der zum Kaufzeitpunkt aktuellen Version.
- 5.3 Mit Anerkennung dieses ELV willigen Sie ein, die im Rahmen des Aktivierungsprozesses erforderlichen Angaben vollständig und wahrheitsgemäß vorzunehmen.

6. Softwarekomponenten

Die Software ThinPrint Mobile Print stellt Funktionen auf einem Server bereit. Die Software darf auf jedem beliebigen Server installiert werden. Jeder Server, auf dem die Software installiert ist, muss über mindestens eine gültige Lizenz für die Software verfügen. Für jeden Named User ist eine gültige Named-User-Lizenz zwingend erforderlich.

7. Gewerbliche Schutzrechte und Urheberrechte an der Software

Die Software, ihr gesamter Inhalt (einschließlich aller in ihr enthaltenen Bilder, Fotografien, Animationen, Video, Audio, Musik, Text und Applets), alle Inhalte, auf die mit Hilfe der Software zugegriffen werden kann sowie deren Kopien sind durch sämtliche nationalen und internationalen Urheberrechte, gewerblichen Schutzrechte, insbesondere Patent-, Gebrauchsmuster-, Geschmacksmuster-, und Markenrechte sowie aller sonstigen existierenden Schutzrechte an der Software, den vorgenommenen Verbesserungen der Software, ihren Bugfixes und Erweiterungen oder an allen anderen Modifikationen der Software, unabhängig von welcher Person diese durchgeführt werden, geschützt. Mit Annahme des ELV verpflichtet sich der Endbenutzer, diese allein ThinPrint oder Dritten zustehenden Rechte an der Software nur in dem in diesem ELV vorgesehenen Rahmen zu nutzen und bei der Nutzung die genannten Rechte von ThinPrint bzw. Dritten vollumfänglich zu beachten und nicht zu verletzen. Dazu gehört insbesondere, dass sämtliche Inhalte weder kopiert oder sonst wie vervielfältigt, noch gespeichert, verkauft oder auf andere Weise weitergegeben, noch in irgendeiner Weise – abgesehen von der Nutzung der Software selbst – genutzt werden dürfen (siehe Ziffer 3). Der Endbenutzer ist berechtigt, die Dokumentation zur Software auszudrucken, sofern die Dokumentation nur in elektronischer Form zur Verfügung gestellt wird. Zudem kann der Endbenutzer alle gedruckten Materialien, die die Software begleiten, für interne Zwecke vervielfältigen.

8. Gewährleistung

- 8.1 Die Software muss ausschließlich die im Handbuch beschriebenen und aufgeführten Funktionen fehlerfrei übernehmen. Es gilt die mindeste gesetzlich vorgeschriebene Gewährleistungsfrist.
- 8.2 Der Endnutzer muss die ihm zustehenden gesetzlichen Gewährleistungsansprüche im Gewährleistungsfall gegenüber dem Verkäufer der Lizenz(en) geltend machen. Eine Geltendmachung direkt gegenüber ThinPrint ist ausgeschlossen. Etwas anderes gilt nur, wenn der Endkunde die Software direkt von ThinPrint erworben hat.

9. Haftung

- 9.1 Die Software wird von ThinPrint getestet und auf ihre allgemeine Tauglichkeit geprüft. Sofern daher bei der Installation oder der Nutzung der Software Schäden bei dem Endbenutzer auftreten, haftet ThinPrint in den Fällen vollumfänglich und bis zu dem doppelten Betrag des Kaufpreises der erworbenen Softwarelizenzen, in jedem Fall jedoch nur bis zu einer Höchstsumme von 50.000 EUR, sofern diese Schäden unmittelbar aus fehlerhaftem und/oder unvollständigem Testen oder einer fehlerhaften und unvollständigen Tauglichkeitsprüfung herrühren. Dabei ist die Haftung in den Fällen einfacher Fahrlässigkeit seitens ThinPrint auf die Schäden beschränkt, die für ThinPrint vorhersehbar waren oder vorhersehbar hätten sein müssen. Eine Haftung für alle mittelbaren und atypischen (Folge-)Schäden und für alle Vermögensschäden, wie beispielsweise entgangenen Gewinn und ausgebliebene Einsparungen, besteht hingegen bei einfacher Fahrlässigkeit nicht. Diese Haftungsbeschränkung von ThinPrint gilt nicht in Fällen von Verletzung von Leben, Körper und Gesundheit sowie bei Verletzung wesentlicher Vertragspflichten.
- 9.2 In allen Fällen, in denen der Endbenutzer keine ausreichende (mindestens einmal pro Tag), ihm zumutbare und dem jeweiligen Stand der Technik nach übliche Sicherung seiner Daten vorgenommen oder es im Falle eines vermuteten Softwarefehlers unterlassen hat, zumutbare und ausreichende zusätzliche Sicherungsmaßnahmen zu ergreifen, muss sich der Endbenutzer im Rahmen seiner Schadensminderungspflicht ein Mitverschulden an dem entstandenen Schaden zurechnen lassen.
- 9.3 ThinPrint haftet nicht für Schäden, die bei dem Lizenznehmer im Rahmen oder aufgrund des Downloadvorganges der Software von der ThinPrint -Webseite oder während des Installationsvorganges entstehen. Insbesondere garantiert ThinPrint keine Computervirenfreiheit, so dass ThinPrint in keinem Fall für Schäden haftet, die dem Endbenutzer infolge von Computerviren entstehen. Vielmehr ist der Endbenutzer verpflichtet, einen ausreichenden und ständig aktualisierten Virenschutz zu nutzen und aktiv zur Verhinderung des Eindringens von Computerviren, insbesondere vor dem Herunterladen der Software, beizutragen.
- 9.4 Eine Haftung von ThinPrint für Sach- und Rechtsmängel der Informationen und der Software ThinPrint Mobile Print insbesondere für deren Richtigkeit, Fehlerfreiheit, Freiheit von Schutz- und Urheberrechten Dritter, Vollständigkeit und/oder Verwertbarkeit ist, abgesehen von den Fällen, in denen ThinPrint ein grob fahrlässiges oder vorsätzliches Verhalten nachgewiesen werden kann, ausgeschlossen.
- 9.5 Die Haftung nach dem Produkthaftungsgesetz bleibt grundsätzlich unberührt.
- 9.6 ThinPrint übernimmt keine Haftung für Verstöße gegen Lizenzbestimmungen/Policies Dritter, deren Code in der Software enthalten ist und deren Lizenzbestimmungen dieser EULA in den Anhängen beigefügt ist. Dies gilt insbesondere für die Nutzer von Windows Phones, für deren Mobile Device Management (MDM) Microsoft festgelegt hat „This feature should only be used on devices that are owned or provided by the enterprise company or organization or on a user owned device where the user allowed the device to be fully managed by the enterprise company. As a Mobile Device Management Solutions Vendor, you must provide the following disclaimer to the IT administrator prior to the use of the feature. This feature may cause the device to fail or lose connectivity and require that the device be serviced at a Nokia-authorized repair center to reset to factory settings. Microsoft is not liable for any damage to the device or any loss of productivity that results from use of this feature. Microsoft requires that software vendors provide disclaimers to users when their products expose this feature and capabilities.“

10. Verwirkung der Nutzungsrechte

Sofern der Endbenutzer, einer seiner Angestellten, Stellvertreter oder Erfüllungsgehilfen die sich aus diesem ELV ergebenden Rechte und Pflichten, insbesondere die Nutzungsrechte verletzt oder ihnen zuwider handelt, ist ThinPrint berechtigt, die Nutzung der Software sowie aller dazugehörigen Komponenten mit sofortiger Wirkung zu untersagen und die Rückgabe bzw. Löschung der erteilten Lizenzen sowie aller von ihr angefertigten Kopien bzw. die Löschung der angefertigten „Images“ zu verlangen. Darüber hinaus behält sich ThinPrint die Geltendmachung sämtlicher sich aus einer solchen Verletzung ergebenden Schadensersatzansprüche gegenüber dem Endbenutzer vor.

11. Abtretung von Rechten

Der Endbenutzer darf ohne vorherige schriftliche Zustimmung von ThinPrint den vorliegenden ELV sowie alle darin enthaltenen Rechte und Pflichten nicht auf einen Dritten übertragen oder abtreten, es sei denn, der Endbenutzer und der Dritte stehen in einem Abhängigkeitsverhältnis im Sinne des § 17 AktG oder der Dritte übernimmt durch Abschluss eines Vertrages das gesamte oder nahezu gesamte Vermögen der übertragenden Partei. Die in Satz 1 genannte Zustimmung von ThinPrint darf aus wichtigem Grund verweigert werden. Ein solcher wichtiger Grund liegt insbesondere dann vor, wenn die Gefahr besteht, dass infolge der Abtretung die vertraglich sowie durch diese Bedingungen festgelegten und vereinbarten Rechte und Pflichten des Endbenutzers nicht mehr erfüllt werden können oder erfüllt werden würden.

12. Geltungsbereich des ELV

Dieser ELV regelt abschließend alle Nutzungsrechte des Endbenutzers an der Software sowie alle sonstigen Rechte und Pflichten des Endbenutzers und ThinPrint, sofern nicht in Individualverträgen ausdrücklich und schriftlich die Geltung anderer Vereinbarungen oder Bedingungen festgehalten wurde. Insbesondere hat der ELV Vorrang vor allen bisherigen mündlichen oder schriftlichen Vereinbarungen, Mitteilungen und Angeboten bezüglich der Software. Der ELV ist ausschließlich in den von der ThinPrint GmbH zur Verfügung gestellten offiziellen Versionen in deutscher und englischer Sprache verbindlich. Ansprüche gleich welcher Art können gegen die ThinPrint GmbH nicht aufgrund von anderen, nicht von der ThinPrint GmbH autorisierten Sprachfassungen geltend gemacht werden.

13. Gerichtsstand und anwendbares Recht

Dieser ELV sowie seine Durchführung unterliegen ausschließlich deutschem Recht, wobei die Regelungen des UN-Kaufrechtes in den Fällen zur Anwendung kommen, in denen sie zwingendes Recht enthalten. Ist der Endnutzer ein Unternehmer im Sinne des § 14 BGB, so ist ausschließlicher Gerichtsstand für alle sich aus diesem oder aufgrund dieses ELV ergebenden Streitigkeiten der Sitz der ThinPrint GmbH in Berlin, Deutschland. Ist der Endnutzer ein Verbraucher im Sinne des § 13 BGB, so ist der Gerichtsstand am zuständigen Gericht des Wohnsitzes des Verbrauchers gem. § 13 ZPO.

14. Salvatorische Klausel

Sollte eine Bestimmung dieses ELV unwirksam oder undurchführbar sein oder werden oder sollte der ELV ungewollte Regelungslücken enthalten, so wird hiervon die Gültigkeit der übrigen Bestimmungen des ELV nicht berührt. Anstelle der unwirksamen, undurchführbaren oder fehlenden Bestimmung soll eine dem Vertragszweck und den wirtschaftlichen Interessen der Parteien entsprechende angemessene Regelung als vereinbart gelten.

ThinPrint GmbH, 10559 Berlin

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Anhang 1

LIZENZBESTIMMUNGEN FÜR MICROSOFT-SOFTWAREERGÄNZUNG

.NET FRAMEWORK AND ASSOCIATED LANGUAGE PACKS FÜR MICROSOFT WINDOWS OPERATING SYSTEM

Microsoft Corporation (oder eine andere Microsoft-Konzerngesellschaft, wenn diese an dem Ort, an dem Sie die Software erwerben, die Software lizenziert) lizenziert diese Softwareergänzung an Sie. Wenn Sie über eine Lizenz zur Verwendung der Software Microsoft Windows operating system (die „Software“) verfügen, sind Sie berechtigt, diese Softwareergänzung zu verwenden. Sie sind nicht berechtigt, sie zu verwenden, wenn Sie keine Lizenz für die Software haben. Sie sind berechtigt, diese Softwareergänzung mit jeder ordnungsgemäß lizenzierten Kopie der Software zu verwenden.

In den folgenden Lizenzbestimmungen werden zusätzliche Nutzungsbedingungen für diese Softwareergänzung beschrieben. Diese Bestimmungen und die Lizenzbestimmungen für die Software gelten für Ihre Verwendung der Softwareergänzung. Im Falle eines Widerspruchs gelten diese ergänzenden Lizenzbestimmungen.

DURCH DIE VERWENDUNG DIESER SOFTWAREERGÄNZUNG ERKENNEN SIE DIESE BESTIMMUNGEN AN. FALLS SIE DIE BESTIMMUNGEN NICHT AKZEPTIEREN, SIND SIE NICHT BERECHTIGT, DIESE SOFTWAREERGÄNZUNG ZU VERWENDEN.

Wenn Sie diese Lizenzbestimmungen einhalten, haben Sie die nachfolgend aufgeführten Rechte.

1. **VERTREIBBARER CODE.** Die Softwareergänzung besteht aus Vertreibbarem Code. „Vertreibbarer Code“ ist Code, den Sie in von Ihnen entwickelten Programmen vertreiben dürfen, wenn Sie die nachfolgenden Bestimmungen einhalten.
 - **Recht zur Nutzung und zum Vertrieb.**
 - Sie sind berechtigt, die Objektcodeform der Softwareergänzung zu kopieren und zu vertreiben.
 - Vertrieb durch Dritte. Sie sind berechtigt, Distributoren Ihrer Programme zu erlauben, den vertreibbaren Code als Teil dieser Programme zu kopieren und zu vertreiben.
 - **Vertriebsbedingungen. Für vertreibbaren Code, den Sie vertreiben, sind Sie verpflichtet:**
 - diesem in Ihren Programmen wesentliche primäre Funktionalität hinzuzufügen

- für Verteilbaren Code mit der Dateinamenerweiterung LIB nur die Ergebnisse des Durchlaufs dieses Verteilbaren Codes durch einen Linker mit Ihrem Programm zu verteilen
 - in einem Setupprogramm enthaltenen Verteilbaren Code nur als Teil dieses Setupprogramms ohne Änderung zu verteilen
 - von Distributoren und externen Endbenutzern die Zustimmung zu Bestimmungen zu verlangen, die einen mindestens gleichwertigen Schutz für ihn bieten wie dieser Vertrag
 - Ihren gültigen Urheberrechtshinweis auf Ihren Programmen anzubringen
 - Microsoft freizustellen und gegen alle Ansprüche zu verteidigen, inklusive Anwaltsgebühren, die mit dem Vertrieb oder der Verwendung Ihrer Programme in Zusammenhang stehen.
- **Vertriebseinschränkungen. Sie sind nicht dazu berechtigt:**
 - Urheberrechts-, Markenrechts- oder Patenthinweise im verteilbaren Code zu ändern
 - die Marken von Microsoft in den Namen Ihrer Programme oder auf eine Weise zu verwenden, die nahe legt, dass Ihre Programme von Microsoft stammen oder von Microsoft empfohlen werden
 - verteilbaren Code zur Ausführung auf einer anderen Plattform als der Windows-Plattform zu verteilen
 - verteilbaren Code in böswillige, täuschende oder rechtswidrige Programme aufzunehmen
 - den Quellcode von verteilbarem Code so zu ändern oder zu verteilen, dass irgendein Teil von ihm einer Ausschlusslizenz unterliegt. Eine Ausschlusslizenz ist eine Lizenz, die als Bedingung für eine Verwendung, Änderung oder einen Vertrieb erfordert, dass:
 - der Code in Quellcodeform offen gelegt oder vertrieben wird
 - andere das Recht haben, ihn zu ändern.

2. SUPPORTLEISTUNGEN FÜR SOFTWAREERGÄNZUNG. Microsoft stellt Supportleistungen für diese Software bereit, die unter www.support.microsoft.com/common/international.aspx beschrieben werden.

Anhang 2

Microsoft Exchange Server MAPI Client and Collaboration Data Objects 1.2.1

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

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Anhang 3

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MICROSOFT ACCESS 2010 RUNTIME

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Anhang 4

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Anhang 5

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Anhang 8

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Anhang 12

(1)

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FYI: Brian also added: "A bit of history might be in order. The codec classes that you used originally were based on some classes included with JAI but not strictly part of JAI. As of Java SE 1.4 an official Image I/O framework was added in javax.imageio.... This framework supports these formats:

Java 1.4: GIF (read only), JPEG, PNG
Java 1.5: Added support for BMP and WBMP
Java 1.6: Added support for writing GIF

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Anhang 14

Windows Management Framework 3.0

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