Endbenutzer-Lizenzvereinbarung
August 2019

Dieses Dokument besteht aus drei Teilen:

I. Lizenzbestimmungen für die Einsichtnahme in den Quellcode der Volksverschlüsselungs-Software, Erstellung einer Binärversion und deren Nutzung für private Zwecke - Version 1.0, Juli 2016
II. Lizenzbestimmungen für die kostenfreie Privatnutzung der Volksverschlüsselungs-Software – Version 2.0, August 2018
III. Anhang – Fremdlizenzen; Stand Februar 2019

I. Lizenzbestimmungen für die Einsichtnahme in den Quellcode der Volksverschlüsselungs-Software, Erstellung einer Binärversion und deren Nutzung für private Zwecke - - Version 1.0, Juli 2016

der Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.,

Hansastraße 27 c, 80686 München

für ihr Fraunhofer-Institut für Sichere Informationstechnologie SIT

Rheinstraße 75, 64295 Darmstadt

- nachfolgend Fraunhofer SIT -

Präambel

DIE FOLGENDEN BESTIMMUNGEN DIENEN DAZU, DEN QUELLCODE DER VOLKSVERSCHLÜSSELUNGS-SOFTWARE ZUR EINSICHTNAHME OFFENZULEGEN, SO DASS DEREN FUNKTIONALITÄTEN ÜBERPRÜFT WERDEN KÖNNEN. DIE ERSTELLUNG EINER BINÄRVERSION DER VOLKSVERSCHLÜSSELUNGS-SOFTWARE AUS DEM QUELLCODE IST ZULÄSSIG, JEDOCH IST DEREN NUTZUNG AUSSCHLIESSLICH AUF PRIVATE ZWECKE BESCHRÄNKT.

Die von Fraunhofer SIT entwickelte Volksverschlüsselungs-Software ermöglicht die Erzeugung und Zertifizierung von kryptografischen Schlüsseln sowie deren Verteilung in E-Mail-Programme, Browser und andere kryptografische Anwendungen, welche auf dem Computer des Nutzers installiert sind.

Diese Lizenzbestimmungen dienen dazu, jedem, der an der Nutzung der Volksverschlüsselungs-Software interessiert ist, Einsicht in den Quellcode zu geben. Hiermit soll die Funktionsweise der Volksverschlüsselungs-Software offengelegt und transparent gemacht werden, so dass sich der jeweilige Interessierte davon überzeugen kann, dass die Volksverschlüsselungs-Software keine Funktionalitäten zur Überwachung oder Datenspeicherung der mittels dieser Software übermittelten Daten enthält.

Diese Lizenzbestimmungen bestehen aus zwei Teilen:

IV. Lizenzbestimmungen für die Einsichtnahme in den Quellcode der Volksverschlüsselungs-Software
V. Lizenzbestimmungen für die kostenfreie Privatnutzung der Volksverschlüsselungs-Software (End User License Agreement)
VI. Anhang - Fremdlizenzen

Definitionen

(1) SOFTWARE bezeichnet die von Fraunhofer SIT entwickelte clientseitige Software der Volksverschlüsselung, die im OBJEKTCODE unter einer separaten Lizenzvereinbarung zur Verfügung gestellt wird. Zur SOFTWARE gehören auch alle folgenden Software-Updates und -Upgrades, soweit diese von Fraunhofer SIT bereitgestellt werden.

(2) EULA (End User License Agreement) bezeichnet die Lizenzvereinbarung unter welcher der OBJEKTCODE der SOFTWARE ausgeliefert und genutzt werden kann (vgl. Teil II).

(3) OBJEKTCODE bezeichnet die kompilierte Form der SOFTWARE (Binärversion).

(4) QUELLCODE bezeichnet die Form der SOFTWARE, die für den Menschen lesbar ist und für Bearbeitungen und Änderungen verwendet wird.

(5) ZERTIFIZIERUNGSSTELLE bezeichnet die Instanz innerhalb der zentralen Infrastruktur der Volksverschlüsselung, welche für die Erzeugung und Verwaltung digitaler Zertifikate zuständig ist.

(6) DIGITALES ZERTIFIKAT bezeichnet eine elektronische Bescheinigung, die von der Zertifizierungsstelle der Volksverschlüsselung ausgestellt wird und die die Zugehörigkeit eines kryptografischen Schlüssels zu einer Person bestätigt.

(7) LIZENZGEBER oder auch „Fraunhofer" bezeichnet die Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27c, 80686 München.

(8) FRAUNHOFER SIT bezeichnet das Fraunhofer Institut für Sichere Informationstechnologie, Rheinstraße 75, 64295 Darmstadt, als das für die Entwicklung der SOFTWARE inhaltlich verantwortliche Fraunhofer-Institut.

(9) LIZENZNEHMER bezeichnet Sie, eine natürliche oder juristische Person, die Einsicht in den QUELLCODE nach Maßgabe dieser Lizenzbestimmungen nimmt.

(10) COMPUTER bezeichnet das Endgerät des LIZENZNEHMERS, auf dem der QUELLCODE ausschließlich zu persönlichen Testzwecken kompiliert werden darf.

(11) PRIVATE NUTZUNG ist gegeben, wenn der OBJEKTCODE ausschließlich privat genutzt wird.

(12) PRIVATE EMAILADRESSE ist eine E-Mail-Adresse des LIZENZNEHMERS, die ausschließlich zu dessen privater Kommunikation genutzt wird. Soferen die E-Mail-Adresse auch nur teil- oder zeitweise anders genutzt werden sollte, gilt sie nicht als PRIVATE EMAILADRESSE.

1. Vereinbarungsgegenstand

(1) Gegenstand dieser Vereinbarung ist die Überlassung des QUELLCODES der SOFTWARE zur Einsichtnahme der Programmierstruktur, der Funktionsweise und der verwendeten Verfahren und Drittkomponenten, die Zulässigkeit der Erstellung einer OBJEKTCODE-Version der SOFTWARE und deren beschränkte Nutzung

(2) Die SOFTWARE und alle ihre Bestandteile dienen ausschließlich dazu, im Zusammenhang mit der Volksverschlüsselung zur Erzeugung, Verwaltung und Verteilung von kryptografischen Schlüsseln und Zertifikaten verwendet zu werden.

(3) Die SOFTWARE verwendet Komponenten, die auf Software von Drittanbietern basieren. Deren Auflistung findet sich im Anhang (vgl. Teil III). Für diese Komponenten gelten die jeweiligen Lizenzbedingungen, die ebenfalls im Anhang abgedruckt sind.

(4) Die SOFTWARE ist nicht für die Verwendung in sicherheitskritischen Systemen, wie z. B. Verkehr, kritische Infrastrukturen, Kraftwerke, Flugverkehr, Gesundheitssysteme, in denen ein störungsfreier Betrieb erforderlich ist, entwickelt worden; eine Verwendung der SOFTWARE in diesen Bereichen ist daher nicht zulässig.

(5) Die SOFTWARE ist nur zum Einsatz in solchen Ländern gedacht, welche die Verschlüsselung von E-Mails erlauben. Eine Nutzung der SOFTWARE in Ländern, welche die Verschlüsselung von E-Mails nicht gestatten, ist unzulässig.

(6) Jeder LIZENZNEHMER ist verpflichtet, bei der Einsichtnahme in den QUELLCODE und der Erstellung einer OBJEKTCODE-Version der SOFTWARE nach diesen Bestimmungen sämtliche außenwirtschaftsrechtliche Bestimmungen und Beschränkungen selbständig zu beachten und Fraunhofer von Ansprüchen Dritter auf erstes Anfordern freizustellen, die aus einer Verletzung dieser Verpflichtungen abgeleitet werden.

(7) Die Nutzung der OBJEKTCODE-Version der SOFTWARE ist auf die PRIVATE NUTZUNG des OBJEKTCODES gemäß der Bestimmungen gemäß Anhang II beschränkt.

2. Lizenzumfang

(1) Trotz der Bereitstellung des QUELLCODES bleibt Fraunhofer Inhaberin der Eigentumsrechte an dem QUELLCODE. Weitere als die in diesen Lizenzbestimmungen genannten Rechte werden dem LIZENZNEHMER nicht eingeräumt.

(2) Fraunhofer räumt dem LIZENZNEHMER unentgeltlich ein zeitlich und räumlich unbegrenztes, nicht-ausschließliches, nicht übertragbares, nicht unterlizenzierbares Recht ein, Einsicht in den QUELLCODE zu nehmen, um dessen Programmierstruktur und Softwarearchitektur nachvollziehen zu können sowie um die Einbindung der verwendeten Drittkomponenten erkennen und überprüfen zu können.

(3) Es ist dem LIZENZNEHMER gestattet, den QUELLCODE in OBJEKTCODE zu kompilieren, um diesen auf einem COMPUTER des LIZENZNEHMERS zu speichern.

(4) Der OBJEKTCODE darf ausshließlich zur Erstellung von Zertifikaten für eine PRIVATE EMAILADRESSE des LIZENZNEHMERS und zur PRIVATEN NUTZUNG des LIZENZNEHMERS verwendet werden. Jede darüber hinausgehende Nutzung des OBJEKTCODE – insbesondere zur Erzeugung, Verwaltung und Verteilung von kryptografischen Schlüsseln und Zertifikaten für eine nicht-PRIVATE EMAILADRESSE – ist untersagt.

(5) Mit Akzeptanz dieser Lizenzbestimmungen erklärt der LIZENZNEHMER sich damit einverstanden, für die PRIVATE NUTZUNG des OBJEKTCODES die Regelungen des EULA (Anlage II) zu beachten und einzuhalten.

(6) Die Vervielfältigung des QUELLCODES zu Zwecken der Anfertigung einer Sicherungskopie ist gestattet, sofern das Speichermedium, auf welchem die Sicherungskopie gespeichert wird, im Eigentum oder in der Verfügungsbefugnis des LIZENZNEHMERS steht und verbleibt, insbesondere ist die Speicherung des QUELLCODES bzw. der Sicherungskopien bei externen Speicherdienstleistern oder sonstigen Dritten nicht erlaubt.

(7) Es ist dem LIZENZNEHMER nicht gestattet, den QUELLCODE selbst oder Teile desselben zu modifizieren, anzupassen, weiterzuentwickeln, in andere Programmiersprachen zu übersetzen oder ihn in ein anderes Programm zu integrieren.

(8) Der LIZENZNEHMER ist nicht berechtigt, den QUELLCODE oder Teile davon zu verkaufen, zu vermieten, zu verleasen oder sonst in irgendeiner Form weiter zu vermarkten. Jede Weitergabe des QUELLCODES an Dritte, insbesondere gegen Entgelt, ist ausdrücklich verboten.

(9) Der LIZENZNEHMER darf den QUELLCODE über die in Ziffer 2 Absatz (2) und (3) genannten Rechte hinaus weder für eigene Zwecke oder Zwecke Dritter nutzen noch innerhalb eines Netzwerks oder über das Internet Dritten zugänglich machen oder auf eine sonstige Art und Weise anbieten.

3. Pflichten und Obliegenheiten des LIZENZNEHMERS

Der LIZENZNEHMER verpflichtet sich, den QUELLCODE ausschließlich entsprechend dieser Lizenzbestimmungen zu nutzen.

4. Nutzung der SOFTWARE

Für eine Nutzung der SOFTWARE gelten die Bestimmungen der jeweils separat abzuschließenden Lizenzvereinbarung, z. B. eines EULA für die PRIVATE NUTZUNG des OBJEKTCODES der SOFTWARE (vgl. Teil II).

5. Haftung

(1) FRAUNHOFER SIT hat den QUELLCODE mit der üblichen Sorgfalt und unter Zugrundelegung des ihm bekannten Standes der Wissenschaft und Technik entwickelt.

(2) Aus diesem Grund sowie aufgrund des Umstandes der Unentgeltlichkeit der Überlassung des QUELLCODES zur Einsichtnahme gemäß diesen Lizenzbestimmungen übernimmt Fraunhofer keine Haftung für Schäden, die aus der Einsichtnahme in den QUELLCODE und der Erstellung einer OBJEKTCODE-Version entsprechend diesen Lizenzbestimmungen entstehen.

(3) FRAUNHOFER SIT gewährleistet nicht die Richtigkeit, Verfügbarkeit, Fehlerfreiheit, Freiheit von Schutzrechten Dritter des QUELLCODE oder der ggf. erstellten OBJEKTCODE-Version. Gleiches gilt insbesondere für die im Anhang III aufgeführten Drittkomponenten.

(4) Die Haftung von Fraunhofer – außer in Fällen von Vorsatz oder grober Fahrlässigkeit - für Mängel, Störungen oder Datenverlust, welche auf unsachgemäßer Einsichtnahme in den QUELLCODE oder daraus erstellten OBJEKTCODE-Version beruhen, ist ausgeschlossen.

(5) Fraunhofer haftet für Vorsatz oder grobe Fahrlässigkeit bei Datenverlust nur für denjenigen Aufwand, der bei ordnungsgemäßer Datensicherung durch den LIZENZNEHMER für die Wiederherstellung notwendig ist.

(6) Die vorstehenden Haftungsbeschränkungen gelten nicht bei der Verletzung des Körpers, des Lebens, der Gesundheit oder soweit das Produkthaftungsgesetz zur Anwendung kommt.

6. Laufzeit, Beendigung

(1) Diese Lizenzvereinbarung wird zeitlich unbegrenzt geschlossen.

(2) Durch unwiderrufliche Deinstallation des QUELLCODES und der ggf. daraus erstellten OBJEKTCODE-Version kann der LIZENZNEHMER diese Lizenzvereinbarung jederzeit beenden.

(3) Das Recht von Fraunhofer zur außerordentlichen Kündigung aus wichtigem Grund, wie beispielsweise im Falle eines Verstoßes des LIZENZNEHMERS gegen die Verpflichtungen aus diesen Lizenzbestimmungen, insbesondere der Nutzungsbeschränkungen, bleibt unberührt.

7. Anwendbares Recht

Es gilt das Recht der Bundesrepublik Deutschland unter Ausschluss seiner Grundsätze des Internationalen Privatrechts. Die Anwendbarkeit des Übereinkommens der Vereinten Nationen über den internationalen Warenkauf (CISG) ist ausgeschlossen.

8. Schlussbestimmungen

(1) Sollten einzelne Lizenzbestimmungen dieser Vereinbarung unwirksam sein oder werden, so wird die Wirksamkeit der übrigen Bestimmungen hierdurch nicht berührt. Unwirksame Bestimmungen sollen durch wirksame Bestimmungen ersetzt werden, die dem Zweck dieser Vereinbarung entsprechen.

(2) Die Rechte und Pflichten des LIZENZNEHMERS aus diesen Lizenzbestimmungen können nicht auf Dritte übertragen werden.

(3) FRAUNHOFER SIT ist berechtigt, diese Lizenzbestimmungen, vor allem im Hinblick auf Gesetzesänderungen, zu modifizieren. FRAUNHOFER SIT wird den LIZENZNEHMER in diesem Fall auf die Änderungen durch einen Hinweis auf der Homepage volksverschluesselung.de hinweisen. Sofern der LIZENZNEHMER nicht innerhalb einer Frist von vier (4) Wochen nach der Möglichkeit der Kenntnisnahme (Veröffentlichung) widerspricht, gelten diese als vom LIZENZNEHMER akzeptiert. Bei Nichtakzeptanz der Lizenzbestimmungen ist der LIZENZNEHMER jederzeit berechtigt, aber auch verpflichtet, den QUELLCODE unwiderbringlich zu deinstallieren.

(4) Nebenabreden, Änderungen und Ergänzungen bedürfen der Schriftform. Auf dieses Schriftformerfordernis kann nur schriftlich verzichtet werden.

Stand: 6. Juli 2016

II. Lizenzbestimmungen für die kostenfreie Privatnutzung der Volksverschlüsselungs-Software - Version 2.0, August 2018

der **Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.,**

Hansastraße 27 c, 80686 München

für ihr **Fraunhofer-Institut für Sichere Informationstechnologie SIT**

Rheinstraße 75, 64295 Darmstadt

BITTE LESEN SIE DIE FOLGENDEN LIZENZBESTIMMUNGEN AUFMERKSAM DURCH. WENN SIE DIESE AKZEPTIEREN, ERKLÄREN SIE SICH DAMIT EINVERSTANDEN, DIE VOLKSVERSCHLÜSSELUNGS-SOFTWARE AUSSCHLIESSLICH FÜR PRIVATE ZWECKE ZU NUTZEN. WENN SIE DIE LIZENZBESTIMMUNGEN NICHT AKZEPTIEREN, MÜSSEN SIE VON EINER NUTZUNG DER VOLKSVERSCHLÜSSELUNGS-SOFTWARE ABSEHEN UND DIE INSTALLATION ABBRECHEN.

Präambel

Die von Fraunhofer SIT entwickelte Volksverschlüsselungs-Software ermöglicht die Erzeugung und Zertifizierung von kryptografischen Schlüsseln sowie deren Verteilung in E-Mail-Programme, Browser und andere kryptografische Anwendungen, welche auf dem Computer des Nutzers installiert sind.

Diese Lizenzbestimmungen regeln die kostenfreie Überlassung und Nutzung der Volksverschlüsselungs-Software ausschließlich für private Zwecke. Der Quellcode der Volksverschlüsselungs-Software ist nicht Bestandteil dieser Lizenzbestimmungen. Er ist kostenfrei unter einer separaten Quellcode-Lizenzvereinbarung erhältlich.

Bei einer Nutzung der Volksverschlüsselungs-Software zu kommerziellen Zwecken ist eine kostenpflichtige Lizenz zu erwerben. Wenden Sie sich hierzu bitte an info@key2b.de.

9. <u>Definitionen</u>

(13) SOFTWARE bezeichnet die von Fraunhofer SIT entwickelte clientseitige Software der Volksverschlüsselung, die im OBJEKTCODE unter diesen Lizenzbestimmungen zur Verfügung gestellt wird. Zur SOFTWARE gehören auch alle folgenden Software-Updates und -Upgrades, soweit diese von Fraunhofer SIT bereitgestellt werden.

(14) OBJEKTCODE bezeichnet die kompilierte Form der SOFTWARE, die nach dem Download auf dem COMPUTER des LIZENZNEHMERS installiert und direkt ausgeführt werden kann.

(15) QUELLCODE bezeichnet die Form der SOFTWARE, die für den Menschen lesbar ist und für Bearbeitungen und Änderungen verwendet wird.

(16) ZERTIFIZIERUNGSSTELLE bezeichnet die Instanz innerhalb der zentralen Infrastruktur der Volksverschlüsselung, welche für die Erzeugung und Verwaltung digitaler Zertifikate zuständig ist.

(17) DIGITALES ZERTIFIKAT bezeichnet eine elektronische Bescheinigung, die von der Zertifizierungsstelle der Volksverschlüsselung ausgestellt wird und die die Zugehörigkeit eines kryptografischen Schlüssels zu einer Person bestätigt.

(18) LIZENZGEBER oder auch „Fraunhofer" bezeichnet die Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27c, 80686 München.

(19) FRAUNHOFER SIT bezeichnet das Fraunhofer Institut für Sichere Informationstechnologie, Rheinstraße 75, 64295 Darmstadt, als das für die Entwicklung der SOFTWARE inhaltlich verantwortliche Fraunhofer-Institut.

(20) LIZENZNEHMER bezeichnet Sie, eine natürliche oder juristische Person, an die die SOFTWARE nach Maßgabe dieser Lizenzbestimmungen lizenziert wird.

(21) COMPUTER bezeichnet das Endgerät des LIZENZNEHMERS, auf dem die SOFTWARE installiert und ausgeführt wird.

(22) PRIVATE NUTZUNG der SOFTWARE ist gegeben, wenn alle Schlüssel bzw. Zertifikate, die durch sie erzeugt oder von ihr in irgendeiner Weise verarbeitet werden, an ausschließlich privat genutzte E-Mail-Adressen gebunden sind. Eine private Nutzung der SOFTWARE liegt insbesondere dann nicht vor, wenn die Nutzung einer gewerblichen oder freiberuflichen Tätigkeit zugeordnet werden kann.

10. Vereinbarungsgegenstand

(8) Gegenstand dieser Vereinbarung ist die Überlassung und Einräumung von Nutzungsrechten an der SOFTWARE im OBJEKTCODE zur PRIVATEN NUTZUNG. Nicht gedeckt durch diese Vereinbarung ist die kommerzielle Nutzung. Hierfür ist eine separate kostenpflichtige Lizenz zu erwerben. Auch die Nutzung des QUELLCODES der SOFTWARE ist nicht Bestandteil dieser Vereinbarung.

(9) Die SOFTWARE und alle ihre Bestandteile dienen ausschließlich dazu, im Zusammenhang mit der Volksverschlüsselung zur Erzeugung, Verwaltung und Verteilung von kryptografischen Schlüsseln und Zertifikaten verwendet zu werden.

(10) Die SOFTWARE wird dem LIZENZNEHMER nach Maßgabe dieser Lizenzbestimmungen ausschließlich im OBJEKTCODE kostenfrei überlassen.

(11) Die SOFTWARE verwendet Komponenten, die auf Software von Drittanbietern basieren, für die gesonderte Lizenzbedingungen gelten.

(12) Der LIZENZNEHMER wird darauf hingewiesen, dass die unentgeltliche SOFTWARE nicht für die Verwendung in sicherheitskritischen Systemen, wie z. B. Verkehr, kritische Infrastrukturen, Kraftwerke, Flugverkehr, Gesundheitssysteme, entwickelt wurde, in denen ein störungsfreier Betrieb erforderlich ist.

(13) Der LIZENZNEHMER ist nur zum Einsatz der SOFTWARE in solchen Ländern befugt, welche die Verschlüsselung von E-Mails erlauben. Ein Export oder Nutzung der SOFTWARE in Länder, welche die Verschlüsselung von E-Mails nicht gestatten, ist dem LIZENZNEHMER untersagt.

(14) Der LIZENZNEHMER verpflichtet sich zudem, sämtliche außenwirtschaftsrechtliche Bestimmungen und Beschränkungen einzuhalten und Fraunhofer von Ansprüchen Dritter auf erstes Anfordern freizustellen, die aus einer Verletzung dieser Verpflichtungen abgeleitet werden.

11. Lizenzumfang

(10) Trotz der Bereitstellung der SOFTWARE bleibt Fraunhofer Inhaberin der Eigentumsrechte an der SOFTWARE. Weitere als die in diesen Lizenzbestimmungen genannten Rechte werden dem LIZENZNEHMER nicht eingeräumt.

(11) Fraunhofer räumt dem LIZENZNEHMER unentgeltlich ein zeitlich und räumlich unbegrenztes, nicht-ausschließliches, nicht übertragbares, nicht unterlizenzierbares Recht ein, die SOFTWARE für private Zwecke kostenlos - welche jedoch den Beschränkungen nach Ziffer 3 Abs. 3 bis Abs. 6 unterliegt- zu gebrauchen.

(12) Es ist dem LIZENZNEHMER nicht gestattet, die SOFTWARE selbst oder Teile davon zu vervielfältigen, außer es wird ausdrücklich durch diese Bedingungen gestattet. Die Vervielfältigung zu Zwecken der Anfertigung einer Sicherungskopie ist gestattet, sofern das Speichermedium, auf welchem die Sicherungskopie gespeichert wird, im Eigentum oder in der Verfügungsbefugnis des LIZENZNEHMERS steht und verbleibt, insbesondere ist die Speicherung der SOFTWARE bzw. der Sicherungskopien bei externen Speicherdienstleistern oder sonstigen Dritten nicht erlaubt. Die Erstellung einer Sicherheitskopie von den erstellten kryptografischen Schlüsseln wird empfohlen – die Erstellung einer Sicherheitskopie wird durch die SOFTWARE ermöglicht.

(13) Es ist dem LIZENZNEHMER nicht gestattet, die SOFTWARE selbst oder Teile derselben zu modifizieren, anzupassen, in andere Programmiersprachen zu übersetzen oder sie in ein anderes Programm zu integrieren.

(14) Der LIZENZNEHMER ist nicht berechtigt, die SOFTWARE oder Teile davon zu verkaufen, zu vermieten, zu verleasen oder sonst in irgendeiner Form weiter zu vermarkten. Eine Weitergabe der SOFTWARE an Dritte, insbesondere gegen Entgelt, ist ausdrücklich verboten.

(15) Der LIZENZNEHMER darf die SOFTWARE weder für Dritte nutzen noch innerhalb eines Netzwerks oder über das Internet Dritten zugänglich machen, promoten oder auf eine sonstige Art und Weise anbieten.

12. Pflichten und Obliegenheiten des LIZENZNEHMERS

(1) Der LIZENZNEHMER verpflichtet sich, die SOFTWARE nur entsprechend den Lizenzbestimmungen zu nutzen.

(2) Der LIZENZNEHMER ist verpflichtet, die SOFTWARE auf einem COMPUTER zu installieren, der in seinem Eigentum oder in seiner privaten Verfügungsbefugnis steht und verbleibt.

(3) Der LIZENZNEHMER ist selbst dafür verantwortlich, seine Daten vor der Installation und während der Nutzung der Anwendung zu sichern und eine Sicherungskopie all seiner Daten zu erstellen, um Datenverlust oder sonstige daraus resultierende Schäden zu vermeiden.

(4) Es liegt in der Verantwortung des LIZENZNEHMERS, die SOFTWARE auf einem COMPUTER zu verwenden, der immer auf dem neuesten Stand der Sicherheitstechnik (Betriebssystem, Virenscanner, Firewall u.s.w) ist, damit unberechtigte Dritte keinen Zugriff auf den COMPUTER erhalten.

(5) Um eine bessere Funktionalität der SOFTWARE bereitstellen zu können, wird dem LIZENZNEHMER empfohlen, stets die aktuellste Version der SOFTWARE zu verwenden. Mögliche Updates werden dem LIZENZNEHMER beim Starten der SOFTWARE angezeigt und können so heruntergeladen werden.

(6) Der LIZENZNEHMER bleibt selbst für die Sicherung der kryptografischen Schlüssel und Zertifikate, die er mit der SOFTWARE herstellt, verantwortlich.

(7) Dem LIZENZNEHMER ist bekannt, dass die Sicherheit der kryptografischen Verfahren (Verschlüsselung, Signatur und Authentifizierung) von der Geheimhaltung seiner privaten Schlüssel abhängt. Der private Schlüssel zu einem Zertifikat darf nur für den LIZENZNEHMER nutzbar sein. Die Weitergabe privater Schlüssel an andere Personen ist daher nicht erlaubt. Weiterhin hat der LIZENZNEHMER für die sichere Aufbewahrung des Sperrkennworts zu sorgen, das ihm über die SOFTWARE zum Zwecke der Sperrung seiner Zertifikate übermittelt wurde.

13. Updates der SOFTWARE

(1) Die SOFTWARE wird kontinuierlich verbessert und weiterentwickelt. Sofern Updates zur Verfügung gestellt werden, werden diese kostenlos zum Download mittels der SOFTWARE bereitgestellt.

(2) Ein Anspruch auf Updates durch den LIZENZNEHMER besteht nicht.

14. Datennutzung / Datenschutz

(1) Mit dieser SOFTWARE werden personenbezogene Daten des LIZENZNEHMERS zum Zwecke der Bereitstellung und Nutzung der in der Zertifizierungsrichtlinie (CP) beschriebenen Zertifizierungsdienstleistungen verarbeitet (abrufbar unter https://volksverschluesselung.de/dokumente.php). Die Rechtsgrundlage für die Datenverarbeitung ist Art. 6 Abs. 1 lit. b DSGVO.

(2) Die Verarbeitung erfolgt durch die Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27 c, 80686 München, für ihr Fraunhofer-Institut für Sichere Informationstechnologie, E-Mail: info@sit.fraunhofer.de, Telefon: 06151-869-100. Der Datenschutzbeauftragte von Fraunhofer ist unter datenschutz@zv.fraunhofer.de erreichbar.

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(4) Die Zertifikate werden über ein zentrales Verzeichnis nur dann veröffentlicht, wenn der LIZENZNEHMER hierzu mittels der SOFTWARE ausdrücklich seine Einwilligung erteilt hat. Die Einwilligung ist freiwillig und kann jederzeit durch eine E-Mail an widerruf@volksverschluesselung.de widerrufen werden.

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EXCLUSION DE GARANTIE. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MICROSOFT ET SES FOURNISSEURS VOUS FOURNISSENT LES COMPOSANTS OS, AINSI QUE, LE CAS ÉCHÉANT, TOUT SERVICE D'ASSISTANCE RELATIF À CES COMPOSANTS OS (LES "SERVICES D'ASSISTANCE"), « COMME TELS ET AVEC TOUS LEURS DEFAUTS ». EN OUTRE, MICROSOFT ET SES FOURNISSEURS EXCLUENT PAR LES PRÉSENTES TOUTE AUTRE GARANTIE LÉGALE, EXPRESSE OU IMPLICITE, RELATIVE AUX COMPOSANTS OS ET AUX SERVICES D'ASSISTANCE, NOTAMMENT (LE CAS ÉCHÉANT), TOUTE GARANTIE : DE PROPRIÉTÉ, D'ABSENCE DE CONTREFAÇON, DE QUALITÉ, D'ADAPTATION À UN USAGE PARTICULIER, D'ABSENCE DE VIRUS, DE PRÉCISION, D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉ;SULTATS OBTENUS, D'ABSENCE DE NÉGLIGENCE, OU DE DÉFAUT DE FABRICATION, DE JOUISSANCE PAISIBLE, D'ABSENCE DE TROUBLE DE POSSESSION ET DE CONFORMITÉ À LA DESCRIPTION. VOUS ASSUMEZ L'ENSEMBLE DES RISQUES DÉCOULANT DE L'UTILISATION OU DU FONCTIONNEMENT DES COMPOSANTS OS ET DES SERVICES D'ASSISTANCE.

EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES ACCESSOIRES, INDIRECTS ET CERTAINS AUTRES TYPES DE DOMMAGES. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MICROSOFT OU SES FOURNISSEURS NE POURRONT EN AUCUN CAS ÊTRE TENUS RESPONSABLES DE TOUT DOMMAGE SPÉCIAL, ACCESSOIRE, INCIDENT OU INDIRECT DE QUELQUE NATURE QUE CE SOIT (Y COMPRIS, MAIS NON DE FACON LIMITATIVE, LES PERTES DE BÉNÉFICES, PERTES D'INFORMATIONS CONFIDENTIELLES OU AUTRES INFORMATIONS, INTERRUPTIONS D'ACTIVITÉ, PRÉJUDICES CORPORELS, ATTEINTES À LA VIE PRIVÉE, MANQUEMENT À TOUTE OBLIGATION (NOTAMMENT L'OBLIGATION DE BONNE FOI ET DE DILIGENCE), NÉGLIGENCE, ET POUR TOUTE PERTE PÉCUNIAIRE OU AUTRE DE QUELQUE NATURE QUE CE SOIT), RÉSULTANT DE, OU RELATIFS A, L'UTILISATION OU L'IMPOSSIBILITÉ D'UTILISER LES COMPOSANTS OS OU LES SERVICES D'ASSISTANCE, OU LA FOURNITURE OU LE DÉFAUT DE FOURNITURE DES SERVICES D'ASSISTANCE, OU AUTREMENT EN VERTU DE, OU RELATIVEMENT A, TOUTE DISPOSITION DE CE CLUF SUPPLÉMENTAIRE, MÊME SI LA SOCIÉTÉ MICROSOFT OU UN QUELCONQUE FOURNISSEUR A ÉTÉ PRÉVENU DE L'ÉVENTUALITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. NONOBSTANT TOUT DOMMAGE QUE VOUS POURRIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT TOUS LES DOMMAGES ÉNUMÉ;RÉS CI-DESSUS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX), L'ENTIÈRE RESPONSABILITÉ DE MICROSOFT ET DE L'UN QUELCONQUE DE SES FOURNISSEURS AU TITRE DE TOUTE STIPULATION DE CE CLUF SUPPLÉMENTAIRE ET VOTRE SEUL RECOURS EN CE QUI CONCERNE TOUS LES DOMMAGES PRÉCITÉS NE SAURAIENT EXCÉDER LE MONTANT QUE VOUS AVEZ EFFECTIVEMENT PAYÉ POUR LES COMPOSANTS OS OU 5 DOLLARS US (US$ 5,00), SELON LE PLUS ÉLEVÉ DES DEUX MONTANTS. LES PRÉSENTES LIMITATIONS ET EXCLUSIONS DEMEURERONT APPLICABLES DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE QUAND BIEN MÊME UN QUELCONQUE REMÈDE À UN QUELCONQUE MANQUEMENT NE PRODUIRAIT PAS D'EFFET.

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