

Endbenutzer-Lizenzvereinbarung Version 4, August 2018

Dieses Dokument besteht aus zwei Teilen:

- I. Lizenzbestimmungen für die Nutzung der Key2B-Software – Version 4, August 2018
- II. Anhang – Fremdlizenzen

I. Lizenzbestimmungen für die Nutzung der Key2B-Client-Software - Version 4, 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 MIT ALLEN BESTIMMUNGEN EINVERSTANDEN. WENN SIE DIE LIZENZBESTIMMUNGEN NICHT AKZEPTIEREN, MÜSSEN SIE VON EINER NUTZUNG DER KEY2B-CLIENT-SOFTWARE ABSEHEN UND DIE INSTALLATION ABBRECHEN.

Präambel

Die von Fraunhofer SIT entwickelte Key2B-CLIENT-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 Überlassung und Nutzung der Key2B-CLIENT-SOFTWARE im OBJEKTCODE. Der Quellcode ist nicht Bestandteil dieser Lizenzbestimmungen.

1. Definitionen

- (1) Key2B-PLATTFORM bezeichnet die von Fraunhofer SIT entwickelte und betriebene Public Key Infrastruktur Key2B zur Ausstellung und Verwaltung von ZERTIFIKATEN für Verschlüsselung, fortgeschrittene Signaturen und zur Authentifizierung gemäß den geltenden Zertifizierungsrichtlinien. Diese sind auf der Webseite www.key2b.de abrufbar. Zur Key2B-PLATTFORM gehören auch alle folgenden Updates und Upgrades, soweit diese von Fraunhofer SIT bereitgestellt werden.
- (2) Key2B-CLIENT-SOFTWARE bezeichnet die von Fraunhofer SIT entwickelte clientseitige Software der Key2B-PLATTFORM. Zur Key2B-CLIENT-SOFTWARE gehören auch alle folgenden Software-Updates und -Upgrades, soweit diese von Fraunhofer SIT bereitgestellt werden.

- (3) OBJEKTCODE bezeichnet die kompilierte Form der Key2B-CLIENT-SOFTWARE, die nach dem Download auf dem COMPUTER des LIZENZNEHMERS installiert und direkt ausgeführt werden kann.
- (4) QUELLCODE bezeichnet die Form der Key2B-CLIENT-SOFTWARE, die für den Menschen lesbar ist und für Bearbeitungen und Änderungen verwendet wird.
- (5) ZERTIFIZIERUNGSSTELLE bezeichnet die Instanz der Key2B-PLATTFORM, welche für die Erzeugung und Verwaltung digitaler ZERTIFIKATE zuständig ist.
- (6) Digitales ZERTIFIKAT bezeichnet eine elektronische Bescheinigung, die von der ZERTIFIZIERUNGSSTELLE ausgestellt wird und 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 Key2B-CLIENT-SOFTWARE inhaltlich verantwortliche Fraunhofer-Institut.
- (9) LIZENZNEHMER bezeichnet eine natürliche oder juristische Person, an die die Key2B-CLIENT-SOFTWARE nach Maßgabe dieser Lizenzbestimmungen lizenziert wird.
- (10) COMPUTER bezeichnet das Endgerät des LIZENZNEHMERS, auf dem die Key2B-CLIENT-SOFTWARE installiert und ausgeführt wird.

2. Vereinbarungsgegenstand

- (1) Gegenstand dieser Vereinbarung ist die Überlassung und Einräumung von Nutzungsrechten an der Key2B-CLIENT-SOFTWARE.
- (2) Die Key2B-CLIENT-SOFTWARE und alle ihre Bestandteile dienen ausschließlich zur Erzeugung, Verwaltung und Verteilung von kryptografischen Schlüsseln und Zertifikaten.
- (3) Die Key2B-CLIENT-SOFTWARE wird dem LIZENZNEHMER nach Maßgabe dieser Lizenzbestimmungen ausschließlich im OBJEKTCODE überlassen. Der QUELLCODE wird nicht übergeben.
- (4) Die Key2B-CLIENT-SOFTWARE verwendet Komponenten, die auf Software von Drittanbietern basieren, für die gesonderte Lizenzbedingungen gelten. Eine Auflistung der verwendeten Komponenten und deren Lizenzen finden sich im Anhang.
- (5) Der LIZENZNEHMER wird darauf hingewiesen, dass die Key2B-PLATTFORM, die Key2B-CLIENT-SOFTWARE und die ZERTIFIKATE 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.
- (6) Der LIZENZNEHMER ist nur zum Einsatz der Key2B-CLIENT-SOFTWARE in solchen Ländern befugt, welche die Verschlüsselung von E-Mails erlauben. Ein Export oder Nutzung der Key2B-CLIENT-SOFTWARE in Länder, welche die Verschlüsselung von E-Mails nicht gestatten, ist dem LIZENZNEHMER untersagt.

- (7) 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.

3. Lizenzumfang

- (1) Trotz der Bereitstellung der Key2B-CLIENT-SOFTWARE bleibt Fraunhofer Inhaberin der Eigentumsrechte an der Key2B-CLIENT-SOFTWARE. Weitere als die in diesen Lizenzbestimmungen genannten Rechte werden dem LIZENZNEHMER nicht eingeräumt.
- (2) Fraunhofer räumt dem LIZENZNEHMER ein unentgeltliches, räumlich begrenztes, nicht ausschließliches, nicht übertragbares, nicht unterlizenzierbares Recht ein, die Key2B-CLIENT-SOFTWARE - welche jedoch den Beschränkungen nach Ziffer 3 Abs. 3 bis Abs. 6 unterliegt- zu nutzen. Das Nutzungsrecht ist räumlich auf das Gebiet der Europäischen Union beschränkt.
- (3) Die Key2B-CLIENT-SOFTWARE darf nur in Verbindung mit der Key2B-PLATTFORM verwendet werden.
- (4) Es ist dem LIZENZNEHMER nicht gestattet, die Key2B-CLIENT-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 Key2B-CLIENT-SOFTWARE bzw. der Sicherungskopien bei externen Speicherdienstleistern oder sonstigen Dritten nicht erlaubt. Die Erstellung einer Sicherungskopie von den erstellten kryptografischen Schlüsseln wird empfohlen – die Erstellung einer Sicherungskopie wird durch die Key2B-CLIENT-SOFTWARE ermöglicht.
- (5) Es ist dem LIZENZNEHMER nicht gestattet, die Key2B-CLIENT-SOFTWARE selbst oder Teile derselben zu modifizieren, anzupassen, in andere Programmiersprachen zu übersetzen, sie in ein anderes Programm zu integrieren zu diassemblieren oder zurückzuentwickeln (Reverse Engineering).
- (6) Der LIZENZNEHMER ist nicht berechtigt, die Key2B-CLIENT-SOFTWARE oder Teile davon zu verkaufen, zu vermieten, zu verleasen oder sonst in irgendeiner Form weiter zu vermarkten. Eine Weitergabe der Key2B-CLIENT-SOFTWARE an Dritte, insbesondere gegen Entgelt, ist ausdrücklich verboten.
- (7) Der LIZENZNEHMER darf die Key2B-CLIENT-SOFTWARE weder für Dritte nutzen noch innerhalb eines Netzwerks oder über das Internet Dritten zugänglich machen oder auf eine sonstige Art und Weise anbieten.

4. Pflichten und Obliegenheiten des LIZENZNEHMERS

- (1) Der LIZENZNEHMER verpflichtet sich, die Key2B-CLIENT-SOFTWARE nur entsprechend den Lizenzbestimmungen zu nutzen.
- (2) Der LIZENZNEHMER ist verpflichtet, die Key2B-CLIENT-SOFTWARE auf einem COMPUTER zu installieren, der in seinem Eigentum oder in seiner 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 Key2B-CLIENT-SOFTWARE auf einem COMPUTER zu verwenden, der immer auf dem neuesten Stand der Sicherheitstechnik (Betriebssystem, Virens Scanner, Firewall u.s.w) ist, damit unberechtigte Dritte keinen Zugriff auf den COMPUTER und die kryptografischen Schlüssel erhalten.
- (5) Um eine bessere Funktionalität der Key2B-CLIENT-SOFTWARE bereitstellen zu können, wird dem LIZENZNEHMER empfohlen, stets die aktuellste Version der Key2B-CLIENT-SOFTWARE zu verwenden. Mögliche Updates werden dem LIZENZNEHMER beim Starten der Key2B-CLIENT-SOFTWARE angezeigt und können so heruntergeladen werden.
- (6) Der LIZENZNEHMER bleibt selbst für die Sicherung der kryptografischen Schlüssel und Zertifikate, die er mit der Key2B-CLIENT-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 Key2B-CLIENT-SOFTWARE zum Zwecke der Sperrung seiner Zertifikate übermittelt wurde.

5. Updates der SOFTWARE

- (1) Die Key2B-CLIENT-SOFTWARE wird kontinuierlich verbessert und weiterentwickelt. Sofern Updates zur Verfügung gestellt werden, werden diese kostenlos zum Download mittels der Key2B-CLIENT-SOFTWARE bereitgestellt.
- (2) Ein Anspruch auf Updates durch den LIZENZNEHMER besteht nicht.

6. Datennutzung / Datenschutz

- (1) Mit dieser Key2B-CLIENT-SOFTWARE werden personenbezogene Daten des LIZENZNEHMERS zum Zwecke der Bereitstellung und Nutzung der in der Zertifizierungsrichtlinie (CP) beschriebenen Zertifizierungsdienstleistungen verarbeitet (abrufbar unter <https://key2b.de/dokumente.html>). 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.
- (3) Fraunhofer speichert und verarbeitet die vom LIZENZNEHMER angegebenen personenbezogenen Daten wie Vorname(n), Name, ggf. akademischer Titel, E-Mail-Adresse sowie den öffentlichen Schlüssel bzw. das Zertifikat ausschließlich für die Zwecke der Zertifikatserstellung und Zertifikatsverwaltung und sichert diese vor dem Zugriff unbefugter Dritter. Fraunhofer betraut für Teile der Dienstbereitstellung von Key2B Auftragsverarbeiter.

- (4) Die Zertifikate werden über ein zentrales Verzeichnis nur dann veröffentlicht, wenn der LIZENZNEHMER hierzu mittels der Key2B-CLIENT-SOFTWARE ausdrücklich seine Einwilligung erteilt hat. Die Einwilligung ist freiwillig und kann jederzeit durch eine E-Mail an widerruf@key2b.de widerrufen werden.
- (5) Die personenbezogenen Daten des LIZENZNEHMERS werden von Fraunhofer gespeichert, solange das Zertifikat der ausstellenden Zertifizierungsstelle gültig ist und gesetzliche Aufbewahrungsfristen einer Löschung entgegenstehen.
- (6) Der LIZENZNEHMER hat gegenüber Fraunhofer das Recht auf Auskunft, Berichtigung, Löschung, Einschränkung der Verarbeitung, Widerspruch gegen die Verarbeitung und das Recht auf Datenübertragbarkeit hinsichtlich der Sie betreffenden personenbezogenen Daten.

Wenn Sie von Ihren Rechten Gebrauch machen wollen, schreiben Sie bitte eine E-Mail an datenschutz@zv.fraunhofer.de.

Der LIZENZNEHMER hat zudem das Recht, sich bei einer Datenschutz-Aufsichtsbehörde über die Verarbeitung Ihrer personenbezogenen Daten durch Fraunhofer zu beschweren.

7. Haftung

- (1) FRAUNHOFER SIT hat die Key2B-CLIENT-SOFTWARE mit der üblichen Sorgfalt und unter Zugrundelegung des ihm bekannten Standes der Wissenschaft und Technik entwickelt.
- (2) Aus diesem Grund und gemäß diesen Lizenzbestimmungen haftet Fraunhofer nur für Schäden oder Kosten, die dem LIZENZNEHMER durch die Verwendung der Key2B-CLIENT-SOFTWARE entsprechend diesen Lizenzbestimmungen entstehen und wenn diese Schäden oder Kosten auf Vorsatz oder grober Fahrlässigkeit seitens Fraunhofer beruhen.
- (3) FRAUNHOFER SIT gewährleistet nicht die Richtigkeit, Verfügbarkeit, Fehlerfreiheit, Freiheit von Schutzrechten Dritter der Key2B-CLIENT-SOFTWARE.
- (4) Die Haftung von Fraunhofer – außer in Fällen von Vorsatz oder grober Fahrlässigkeit - für Mängel, Störungen oder Datenverlust, welche auf schuldhafter oder unsachgemäßer Behandlung, auf Verwendung ungeeigneter DrittKey2B-CLIENT-SOFTWARE oder Hardware Dritter, oder auf Verwendung der Key2B-CLIENT-SOFTWARE mit ungeeignetem Zubehör, wie zum Beispiel aufgrund externer Datenspeicher, durch den LIZENZNEHMER oder einen Dritten beruhen, ist ausgeschlossen. Insbesondere haftet Fraunhofer nicht für Mängel und Störungen oder Datenverlust aufgrund von Sicherheitsvorfällen, Ausfall oder sonstigen Fehlern bei Kommunikationsdienstleistern oder externen Speicherdiensten.
- (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, Lebens, der Gesundheit oder soweit das Produkthaftungsgesetz zur Anwendung kommt.

8. Laufzeit, Beendigung

- (1) Diese Lizenzvereinbarung wird zeitlich unbegrenzt geschlossen. Die Lizenzvereinbarung bzw. das Recht zur Nutzung der Software endet, ohne dass es einer Kündigung oder einer Abmahnung

durch Fraunhofer bedarf, bei Verstoß des LIZENZNEHMERS gegen die von ihm nach dieser Lizenzvereinbarung einzuhaltenden Verpflichtungen.“

- (2) Durch Deinstallation der Key2B-CLIENT-SOFTWARE kann der LIZENZNEHMER diese Lizenzvereinbarung beenden.
- (3) Das Recht von Fraunhofer zur außerordentlichen Kündigung aus wichtigem Grund bleibt unberührt.

10. 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.

11. 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 der Vereinbarung entsprechen.
- (2) Die Rechte und Pflichten aus diesen Lizenzbestimmungen können nicht auf Dritte übertragen werden.
- (3) FRAUNHOFER SIT ist berechtigt, diese Lizenzbestimmungen, vor allem im Hinblick auf Gesetzesänderungen, zu modifizieren. Sie wird den LIZENZNEHMER in diesem Fall auf die Änderungen durch einen Hinweis auf der Webseite www.key2b.de hinweisen. Sofern der LIZENZNEHMER nicht innerhalb einer Frist von vier (4) Wochen nach Möglichkeit der Kenntnisnahme widerspricht, gelten diese als vom Lizenznehmer akzeptiert. Bei Nichtakzeptanz der Lizenzbestimmungen ist der LIZENZNEHMER jederzeit berechtigt, die Key2B-CLIENT-SOFTWARE zu deinstallieren.
- (4) Nebenabreden, Änderungen und Ergänzungen bedürfen der Schriftform. Auf dieses Schriftformerfordernis kann nur schriftlich verzichtet werden.

III. ANHANG – Fremdlizenzen

Die Key2B-CLIENT-SOFTWARE nutzt Softwarekomponenten von Drittanbietern, die den folgenden Lizenzen unterliegen.

Apache License 2.0

Diese Lizenz wird von folgenden Komponenten verwendet:

- WPF Animated GIF; Webseite: <https://github.com/XamlAnimatedGif/WpfAnimatedGif>

Lizenzdetails:

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- Bouncy Castle C# Crypto API; Webseite: <https://www.bouncycastle.org/csharp/>

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- DNParser; Webseite: <http://www.codeproject.com/Articles/9788/An-RFC-Compliant-Distinguished-Name-Parser>

Lizenzdetails:

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Last updated 02 April 2013

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