

Bestellformular

Ihre Kundendaten

Vorname *

Name *

Firma *
(Privatpersonen bitte „privat“ eintragen)

Ust-IdNr. *
bei Firmen in der
EU außerhalb
Deutschlands

Postleitzahl, Ort

Email *

Telefon *

Fax

Bitte informieren Sie mich per Email über Neuigkeiten zur Software.

Mit * markierte Felder sind Pflichteingaben.

Formularversand

Bitte senden Sie Ihre Bestellung an:

Bestelladresse: Björnsen Beratende Ingenieure GmbH, Maria-Trost 3, 56070 Koblenz

Faxnummer: +49 (0) 261 80 57 25

E-Mail Unterschrieben und eingescannt an software@bjoernsen.de

Nach Eingang Ihrer Bestellung stellen wir Ihnen eine Rechnung zu.

Bezahlung

Nach Erhalt unserer Rechnung überweisen Sie uns bitte – unter Nennung der Rechnungsnummer – den dort aufgeführten Betrag.

Bitte beachten Sie: Wir liefern unsere Software ausschließlich gegen Vorkasse.
Überweisen Sie den Rechnungsbetrag bitte auf eines unserer Konten:

Commerzbank Koblenz: IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz: IBAN-Nr. DE55 5705 0120 0000 3413 13

Nach Eingang Ihres Überweisungsbetrages auf unser Konto senden wir Ihnen umgehend einen Lizenzschlüssel für die bestellte Software zu, entsprechend unserer Lizenzvereinbarung zur Nutzung der kostenpflichtigen Vollfunktionen in Add-Ons für Kalypso³.

Produkte

Hiermit bestelle ich die jeweils aktuelle Version folgender Software-Produkte ¹.

EWAWI+2SHAPE				
	Anzahl Lizenzen	Einzelpreis € ohne MwSt.	Summe € ohne MwSt.	Summe € inkl. 19% MwSt. ²
Einzelplatz-Lizenz		850,00		

Kalypso HYDRO_AS-2D Add-On				
Einzelplatzlizenz	Anzahl Lizenzen	Einzelpreis € ohne MwSt.	Summe € ohne MwSt.	Summe € inkl. 19% MwSt. ²
1 Einzelplatzlizenz		1.250,00		
1 Jahr technischer Support		520,00		
1 Einzelplatzlizenz + 1 Jahr technischer Support		1.590,00		
1 Einzelplatzlizenz + 3 Jahre technischer Support		2.370,00		
2 Einzelplatzlizenzen + 1 Jahr technischer Support		2.720,00		
Standortlizenz	Anzahl Lizenzen	Einzelpreis € ohne MwSt.	Summe € ohne MwSt.	Summe € inkl. 19% MwSt. ²
1 Standortlizenz		3.125,00		
1 Jahr technischer Support		1.300,00		
1 Standortlizenz + 1 Jahr technischer Support		3.980,00		
1 Standortlizenz + 3 Jahre technischer Support		5.930,00		

Gesamtsumme €				
---------------	--	--	--	--

Der Lizenzvereinbarung zur Nutzung der kostenpflichtigen Vollfunktionen in Add-Ons für Kalypso³ stimme ich zu *

Unterschrift

Ort, Datum

Unterschrift

¹ Der genaue Umfang des jeweiligen Produkts kann unseren Webseiten auf <http://www.bjoernsen.de/?id=software> entnommen werden.

² Mehrwertsteuer wird bei allen Bestellungen innerhalb der Bundesrepublik Deutschland und bei Bestellungen aus Ländern der EU ohne Angabe der UStId-Nummer erhoben.

³ Die Lizenzvereinbarung zur Nutzung der kostenpflichtigen Vollfunktionen in Add-Ons für Kalypso finden Sie am Ende dieses Dokuments und können separat über <http://www.bjoernsen.de/?id=software> heruntergeladen werden.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
<http://www.bjoernsen.de>
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnsen
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

- (2) Angaben zum Funktions- und Leistungsumfang der Add-Ons (insbesondere Maße, Gebrauchswerte, Belastbarkeiten, Toleranzen und technische Daten) sowie die Darstellungen derselben (z.B. Zeichnungen und Abbildungen) sind nur annähernd maßgeblich, soweit nicht die Verwendbarkeit zum vertraglich vorgesehenen Zweck eine genaue Übereinstimmung voraussetzt. Sie sind vorbehaltlich einer anderslautenden Vereinbarung keine garantierten Beschaffenheitsmerkmale, sondern allgemeine Beschreibungen und Kennzeichnungen. Handelsübliche Abweichungen und Abweichungen, die aufgrund rechtlicher Vorschriften erfolgen oder technische Verbesserungen darstellen sowie die Ersetzung von Funktionen sind zulässig, soweit sie die Verwendbarkeit zum vertraglich vorgesehenen Zweck nicht beeinträchtigen. Dies gilt auch für neue Releases oder Patches.
- (3) Hat der Anwender bislang die kostenfreien Basisfunktionen eines Add-Ons genutzt, wird die bei der ersten Installation des Add-Ons abgeschlossene Lizenzvereinbarung zur Nutzung der kostenfreien Basisfunktionen in Add-Ons für Kalypso („Basislizenz“) vollständig durch diese Lizenzvereinbarung ersetzt, es sei denn, in dieser Lizenzvereinbarung wird ausdrücklich auf die punktuelle Weitergeltung der Basislizenz verweisen.
- (4) Diese Lizenzvereinbarung gilt auch für alle Updates, Upgrades und Releases der Add-Ons sowie für etwaige Patches.
- (5) Der Anwender sichert zu, als Unternehmer im Sinne des § 14 BGB oder als Körperschaft des öffentlichen Rechts zu handeln und die Add-Ons nur im Rahmen seiner selbständigen beruflichen, hoheitlichen bzw. wissenschaftlichen Tätigkeit zu verwenden. Verbrauchern ist die Nutzung der Add-Ons untersagt.
- (6) Vereinbarungsgemäß werden die Add-Ons mittels Download zur Verfügung gestellt. Der ausschließliche Bezug der Add-Ons für Kalypso von BCE erfolgt hierbei über die in Kalypso integrierte Installationsfunktionalität und alleinig über Abruf der Add-Ons von den Internetseiten von BCE (http://kalypso.bjoernsen.de/downloads/update-site_addons/).
- (7) Die Freischaltung der entgeltpflichtigen Vollfunktionen erfolgt nach Zustimmung zu dieser Lizenzvereinbarung und Zahlung der Lizenzgebühr. Zur Freischaltung erhält der Anwender einen elektronischen Lizenzschlüssel in Form einer Datei, die er über das Lizenzmodul in Kalypso auswählen und installieren kann. Die Installation ist durch BCE nicht geschuldet, sondern ist vom Anwender auf eigene Kosten vorzunehmen.

§ 2 Lizenzmetriken; Mehrfachnutzungen und Netzwerkeinsatz

- (1) Die Lizenz nach § 1 Abs. 1 wird dem Anwender entsprechend seiner Bestellung entweder als Einzelplatzlizenz (§ 2 Abs. 2 Nr. 1) oder als Standortlizenz (§ 2 Abs. 2 Nr. 2) gemäß nachfolgender Bestimmungen eingeräumt.
- (2) Für die jeweilige Lizenz gilt vorbehaltlich abweichender ausdrücklicher Absprachen folgendes:
 1. Im Rahmen einer Einzelplatzlizenz wird dem Anwender das Nutzungsrecht an den entgeltpflichtigen Vollfunktionen eines Add-Ons nach § 1 Abs. 1 für ein einzelnes Endgerät eingeräumt. Will der Anwender die kostenpflichtigen Vollfunktionen eines Add-Ons auf mehreren Endgeräten nutzen, ist der Erwerb weiterer Einzelplatzlizenzen oder einer Standortlizenz notwendig. Wechselt der Anwender die

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
<http://www.bjoernsen.de>
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnsen
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

- (2) Infolge der Weitergabe erlischt das Recht des Anwenders zur Programmnutzung. Der Anwender ist im Falle der Weiterveräußerung der Software verpflichtet, BCE in Textform den Namen und vollständige Anschrift des Erwerbers mitzuteilen.
- (3) Der Anwender darf das Add-On einschließlich etwaiger Benutzerhandbücher und des sonstigen Begleitmaterials Dritten auf Zeit überlassen, sofern dies nicht im Wege der Vermietung zu Erwerbszwecken (z. B. Application Service Providing, Software as a Service etc.) oder des Leasings geschieht. § 6 Abs. 1 und Abs. 2 gelten entsprechend. Für die Zeit der Überlassung der Add-Ons an den Dritten steht dem überlassenden Anwender kein Recht zur eigenen Nutzung der kostenpflichtigen Vollfunktionen des Add-Ons zu.
- (4) Der Anwender darf das Add-On Dritten nicht überlassen, wenn der begründete Verdacht besteht, der Dritte werde die Lizenzbedingungen verletzen, insbesondere unerlaubte Vervielfältigungen herstellen.

§ 7 Gewährleistung

- (1) Für Sach- und Rechtsmängel des Add-Ons, die alleine die kostenfreien Basisfunktionen des Add-Ons betreffen und die keine nachteiligen Auswirkungen auf die Benutzbarkeit, Funktionsfähigkeit oder Gebrauchstauglichkeit der entgeltpflichtigen Vollfunktionen haben, haftet BCE nur gem. § 6 der Basislizenz, die insoweit weiterhin Geltung beansprucht (§ 1 Abs. 2). Eine weitergehende Gewährleistung durch BCE für die kostenfreien Basisfunktionen ist ausgeschlossen.
- (2) Für Sach- und Rechtsmängel des Add-Ons, welche die kostenpflichtigen Vollfunktionen betreffen oder die nachteilige Auswirkungen auf die Benutzbarkeit, Funktionsfähigkeit oder Gebrauchstauglichkeit der entgeltpflichtigen Vollfunktionen haben, leistet BCE Gewährleistung nach folgender Maßgabe:
 1. Nacherfüllungsansprüche erfüllt BCE nach seiner Wahl durch Nachlieferung einer mangelfreien Version des Add-Ons oder durch Nachbesserung des überlassenen Add-Ons, wobei BCE in der Regel eine aktualisierte Version des Add-Ons oder ein Patch zur Verfügung stellen wird, um einen Mangel zu beheben. Als ordnungsgemäße Nacherfüllung gilt auch das Aufzeigen einer Umgehungslösung mittels veränderter Software- oder Hardwarekonfigurationen durch BCE, wenn dem Anwender die Konfigurationsänderungen zumutbar sind. Der Anwender ist vorbehaltlich seiner Rechte aus § 439 Abs. 2 BGB verpflichtet, neue Releases des Add-Ons oder Patches zu installieren sowie zu verwenden und an zumutbaren Konfigurationsänderungen mitzuwirken.
 2. Kann der Mangel nicht innerhalb angemessener Frist behoben werden oder ist die Nachbesserung oder Ersatzlieferung aus sonstigen Gründen als fehlgeschlagen anzusehen, kann der Anwender nach seiner Wahl den Kaufpreis herabsetzen (mindern) und vom Vertrag zurücktreten sowie vorbehaltlich der Voraussetzungen und Einschränkungen nach § 8 Schadensersatz oder Ersatz vergeblicher Aufwendungen verlangen. Der Rücktritt vom Vertrag schließt das Recht auf Schadensersatz nicht aus.
 3. Die Gewährleistungsfrist beträgt ein Jahr. Sie beginnt mit der Übermittlung des elektronischen Lizenzschlüssel gem. § 1 Abs. 6. Der Verjährung von Schadensersatzansprüchen richtet sich alleine nach § 8.

§ 8 Haftung

- (1) Die Ansprüche des Anwenders auf Schadensersatz oder Ersatz vergeblicher Aufwendungen richten sich ohne Rücksicht auf die Rechtsnatur des Anspruchs nach den nachfolgenden Absätzen.
- (2) Für Mängel, Softwarefehler und für Handlungen sowie Unterlassungen, die alleine die kostenfreien Basisfunktionen des Add-Ons betreffen und die auch keine nachteiligen Auswirkungen auf die Benutzbarkeit, Funktionsfähigkeit oder Gebrauchstauglichkeit der entgeltpflichtigen Vollfunktionen haben, haftet BCE nur gem. § 6 der Basislizenz, die insoweit weiterhin Geltung beansprucht (§ 1 Abs. 2).
- (3) Für Mängel, Softwarefehler und für Handlungen sowie Unterlassungen, welche die kostenpflichtigen Vollfunktionen des Add-Ons betreffen oder die nachteilige Auswirkungen auf die Benutzbarkeit oder Funktionsfähigkeit der entgeltpflichtigen Vollfunktionen des Add-Ons bedingen, haftet BCE nach folgender Maßgabe:
 1. Für Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit, bei der Verletzung von übernommenen Garantien sowie für Vorsatz und grobe Fahrlässigkeit haftet BCE unbeschränkt.
 2. Die Haftung nach dem Produkthaftungsgesetz bleibt unberührt (§ 14 Produkthaftungsgesetz).
 3. BCE haftet auch für die leicht-fahrlässige Verletzung von Pflichten, deren Einhaltung für die Erreichung des Vertragszwecks von besonderer Bedeutung ist (Kardinalpflicht). Bei Schadensersatzansprüchen nach Satz 1 ist die Haftung von BCE begrenzt auf Schäden, mit deren Entstehung im Rahmen der Softwareüberlassung der Add-Ons typischerweise gerechnet werden muss. Die Haftung für Datenverlust wird hierbei auf den typischen Wiederherstellungsaufwand beschränkt, der bei regelmäßiger und gefahrenstprechender Anfertigung von Sicherungskopien eingetreten wäre.
 4. Jegliche weitergehende Haftung ist von BCE ist ausgeschlossen.
- (4) Die Verjährung sämtlicher Schadensersatzansprüche richtet sich hierbei nach den gesetzlichen Vorschriften.
- (5) Die vorstehenden Haftungsbeschränkungen und -begrenzungen gelten vollumfänglich auch für die persönliche Haftung von Arbeitnehmern, Mitarbeitern, Vertretern und Erfüllungsgehilfen von BCE.

§ 9 Untersuchungs- und Rügepflicht

- (1) Der Anwender hat das Add-On und seine Funktionalitäten unverzüglich nach der Übermittlung des elektronischen Lizenzschlüssel gem. § 1 Abs. 6 zu untersuchen, soweit dies nach ordnungsmäßigem Geschäftsgang tunlich ist und hat BCE sich zeigende Mängel unverzüglich schriftlich anzuzeigen.
- (2) Unterlässt der Anwender die Anzeige, so gilt die Software unter Ausschluss von Gewährleistungs- und Schadensersatzansprüchen als genehmigt, es sei denn, dass es sich um einen Mangel handelt, der bei der Untersuchung nicht erkennbar war.
- (3) Zeigt sich später ein solcher Mangel, so muss die Anzeige unverzüglich nach der Entdeckung gemacht werden; anderenfalls gilt die Software auch in Ansehung dieses Mangels unter Ausschluss von Gewährleistungs- und Schadensersatzansprüchen als genehmigt.
- (4) Zur Erhaltung der Rechte des Anwenders genügt die rechtzeitige Absendung der Anzeige.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
http://www.bjoernsen.de
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard BjörnSEN
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

- (5) BCE kann sich auf den Ausschluss von Gewährleistungs- und Schadensersatzansprüchen nicht berufen, wenn ein Mangel arglistig verschwiegen wurde.

§ 10 Informationspflichten und Mitwirkungsobliegenheiten

- (1) Machen Dritte gegen den Anwender Ansprüche mit der Behauptung geltend, ein Add-On und oder andere von BCE erbrachte Leistungen würden ihre Rechte verletzen, hat der Anwender BCE von der Geltendmachung solcher Rechte Dritter unverzüglich unterrichten. Der Anwender ist verpflichtet, BCE sämtliche Vollmachten zu erteilen und Befugnisse einzuräumen, die erforderlich sind, um die Leistungen gegen die geltend gemachten Rechte Dritter zu verteidigen. Der Anwender darf die Ansprüche des Dritten nicht ohne Zustimmung von BCE anerkennen.
- (2) Der Anwender ist darüber hinaus verpflichtet, BCE unverzüglich über potentielle Urheberrechtsverstöße Dritter zu informieren, die Dritte in Ansehung von Kalypso oder der Add-Ons begehen oder begangen haben.
- (3) Der Anwender ist verpflichtet, stets die aktuellste Version des Add-Ons zu verwenden und für eine fortlaufende Aktualisierung durch Updates zu sorgen. Diese Verpflichtung greift nicht ein, wenn dem Anwender die Verwendung aktueller Versionen nicht zumutbar ist.
- (4) Der Anwender ist verpflichtet, Add-Ons von Kalypso nur bei gleichzeitigem Einsatz von Virenschernern und Datensicherungsprogrammen herunterzuladen, zu installieren, zu laden und ablaufen zu lassen. Der Anwender muss hierbei sicherstellen, dass die von ihm eingesetzten Virenschnernern und Datensicherungsprogramme bekannt und bewährt sind und dass sich diese auf aktuellstem Stand befinden.

§ 11 Eigentumsvorbehalt

- (1) BCE behält sich das Eigentum und alle Rechte an der dem Anwender gelieferten Add-Ons bis zur vollständigen Bezahlung sämtlicher zum Zeitpunkt der Lieferung bestehender oder später entstehender Forderungen aus diesem Vertragsverhältnis vor; bei Bezahlung durch Scheck oder Wechsel bis zu deren Einlösung.
- (2) Bei Geltendmachung des Eigentumsvorbehalts durch BCE erlischt das Recht des Anwenders zur Weiterverwendung der Software. Sämtliche vom Anwender angefertigten Programmkopien müssen für diesen Fall übergeben oder gelöscht werden.

§ 12 Schlussbestimmungen

- (1) Die Parteien vereinbaren im Hinblick auf sämtliche Rechtsbeziehungen aus dieser Lizenzvereinbarung die Anwendung des Rechts der Bundesrepublik Deutschland unter Ausschluss des UN-Kaufrechts (CISG).
- (2) Gerichtsstand für sämtliche Streitigkeiten aus dieser Lizenzvereinbarung ist Koblenz.

Anhang 1: GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <http://fsf.org/>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps:

(1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
<http://www.bjoernsen.de>
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnson
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

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

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
<http://www.bjoernsen.de>
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnson
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

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

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
http://www.bjoernsen.de
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnson
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

a) The work must carry prominent notices stating that you modified it, and giving a relevant date.

b) The work must carry prominent notices stating that it is released under this License and any conditions added under section

7. This requirement modifies the requirement in section 4 to "keep intact all notices".

c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
http://www.bjoernsen.de
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnsen
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

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.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
http://www.bjoernsen.de
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnßen
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

56070 Koblenz
 Maria Trost 3
 Telefon: +49 261 8851-0
 Telefax: +49 261 805725
 info@bjoernsen.de
 http://www.bjoernsen.de
 AG Koblenz HRB-Nr. 1716

Geschäftsführer:
 Dr.-Ing. Gerhard Björnsen
 Dipl.-Wirtsch.-Ing. Christian Hahn
 Dipl.-Ing. Ulrich Krath
 Dr.-Ing. Kaj Lippert
 Dr.-Ing. Michael Probst
 Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
 (BLZ 570 400 44)
 Konto-Nr. 1 938 380
 S.W.I.F.T-BIC COBADEFF570
 IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
 (BLZ 570 501 20)
 Konto-Nr. 34 13 13
 S.W.I.F.T-BIC MALADE51KOB
 IBAN-Nr. DE55 5705 0120 0000 3413 13

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
http://www.bjoernsen.de
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnson
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
<http://www.bjoernsen.de>
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnsen
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
http://www.bjoernsen.de
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnson
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work

conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
http://www.bjoernsen.de
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard BjörnSEN
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
http://www.bjoernsen.de
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnson
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

Anhang 2: GNU LESSER GENERAL PUBLIC LICENSE Version 3, 29 June 2007

Copyright © 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

0. Additional Definitions.

As used herein, “this License” refers to version 3 of the GNU Lesser General Public License, and the “GNU GPL” refers to version 3 of the GNU General Public License.

“The Library” refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An “Application” is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A “Combined Work” is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the “Linked Version”.

The “Minimal Corresponding Source” for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The “Corresponding Application Code” for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
<http://www.bjoernsen.de>
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnson
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- d) Do one of the following:
 - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
 - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer sys-

56070 Koblenz
 Maria Trost 3
 Telefon: +49 261 8851-0
 Telefax: +49 261 805725
 info@bjoernsen.de
 http://www.bjoernsen.de
 AG Koblenz HRB-Nr. 1716

Geschäftsführer:
 Dr.-Ing. Gerhard Björnson
 Dipl.-Wirtsch.-Ing. Christian Hahn
 Dipl.-Ing. Ulrich Krath
 Dr.-Ing. Kaj Lippert
 Dr.-Ing. Michael Probst
 Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
 (BLZ 570 400 44)
 Konto-Nr. 1 938 380
 S.W.I.F.T-BIC COBADEFF570
 IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
 (BLZ 570 501 20)
 Konto-Nr. 34 13 13
 S.W.I.F.T-BIC MALADE51KOB
 IBAN-Nr. DE55 5705 0120 0000 3413 13

tem, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
<http://www.bjoernsen.de>
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnson
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

56070 Koblenz
Maria Trost 3
Telefon: +49 261 8851-0
Telefax: +49 261 805725
info@bjoernsen.de
<http://www.bjoernsen.de>
AG Koblenz HRB-Nr. 1716

Geschäftsführer:
Dr.-Ing. Gerhard Björnßen
Dipl.-Wirtsch.-Ing. Christian Hahn
Dipl.-Ing. Ulrich Krath
Dr.-Ing. Kaj Lippert
Dr.-Ing. Michael Probst
Dr.-Ing. Alexander Schmitt

Commerzbank Koblenz
(BLZ 570 400 44)
Konto-Nr. 1 938 380
S.W.I.F.T-BIC COBADEFF570
IBAN-Nr. DE32 5704 0044 0193 8380 00

Sparkasse Koblenz
(BLZ 570 501 20)
Konto-Nr. 34 13 13
S.W.I.F.T-BIC MALADE51KOB
IBAN-Nr. DE55 5705 0120 0000 3413 13