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Beispiele zur legalen Integration von OpenStreetMap



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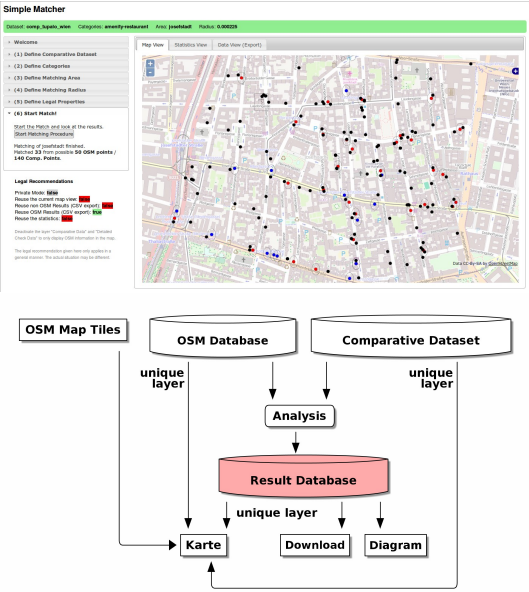
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Legal Entity	Management of Infrastructure	Base for Fundraising	Organizing Conference
Working Groups			
Communications	Data	Local Chapters	Licensing
Operations	SotM	Engineering	Strategic

(not the official logo, taken from: http://wiki.openstreetmap.org/wiki/File:Osmf_3b.png)

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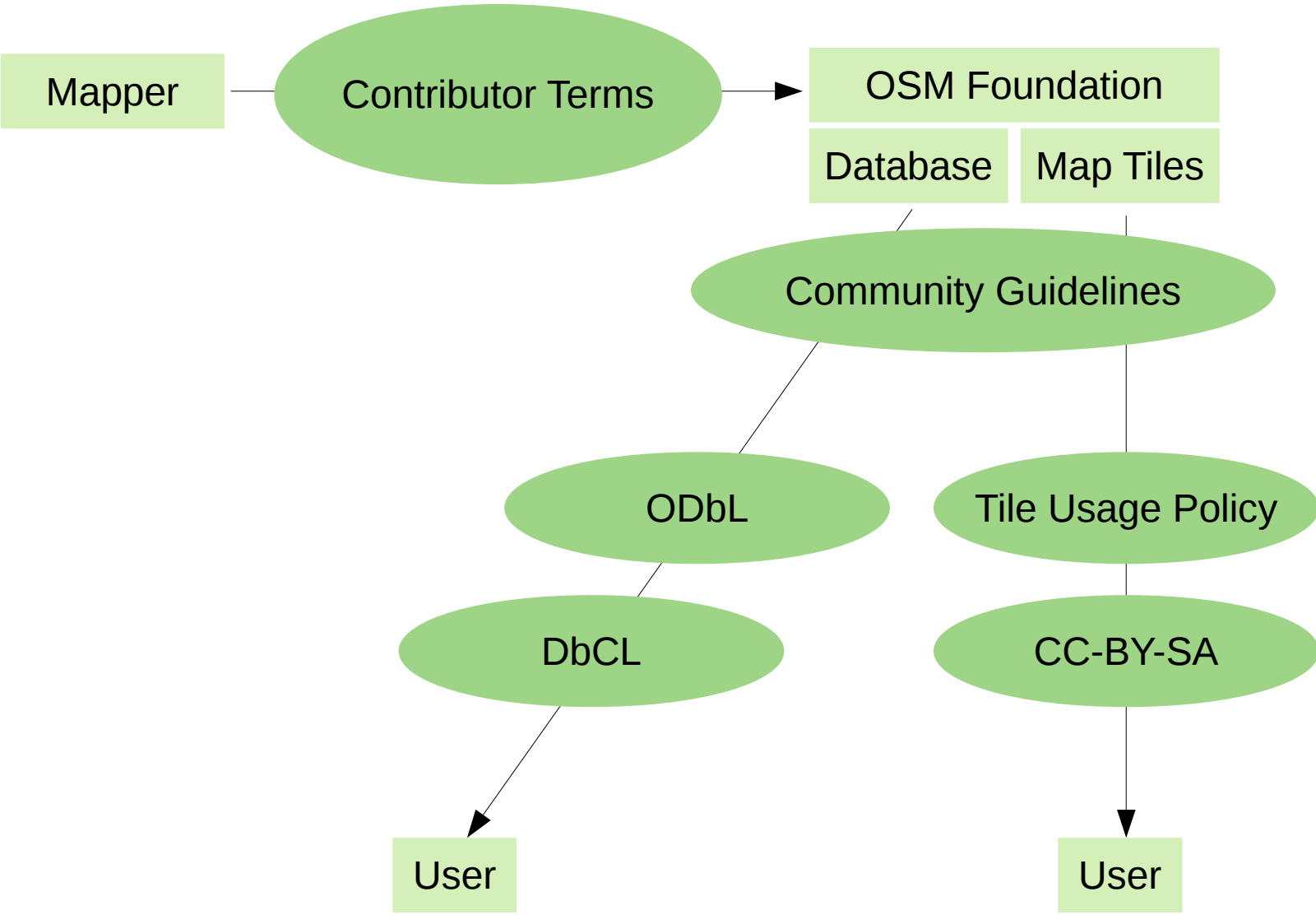


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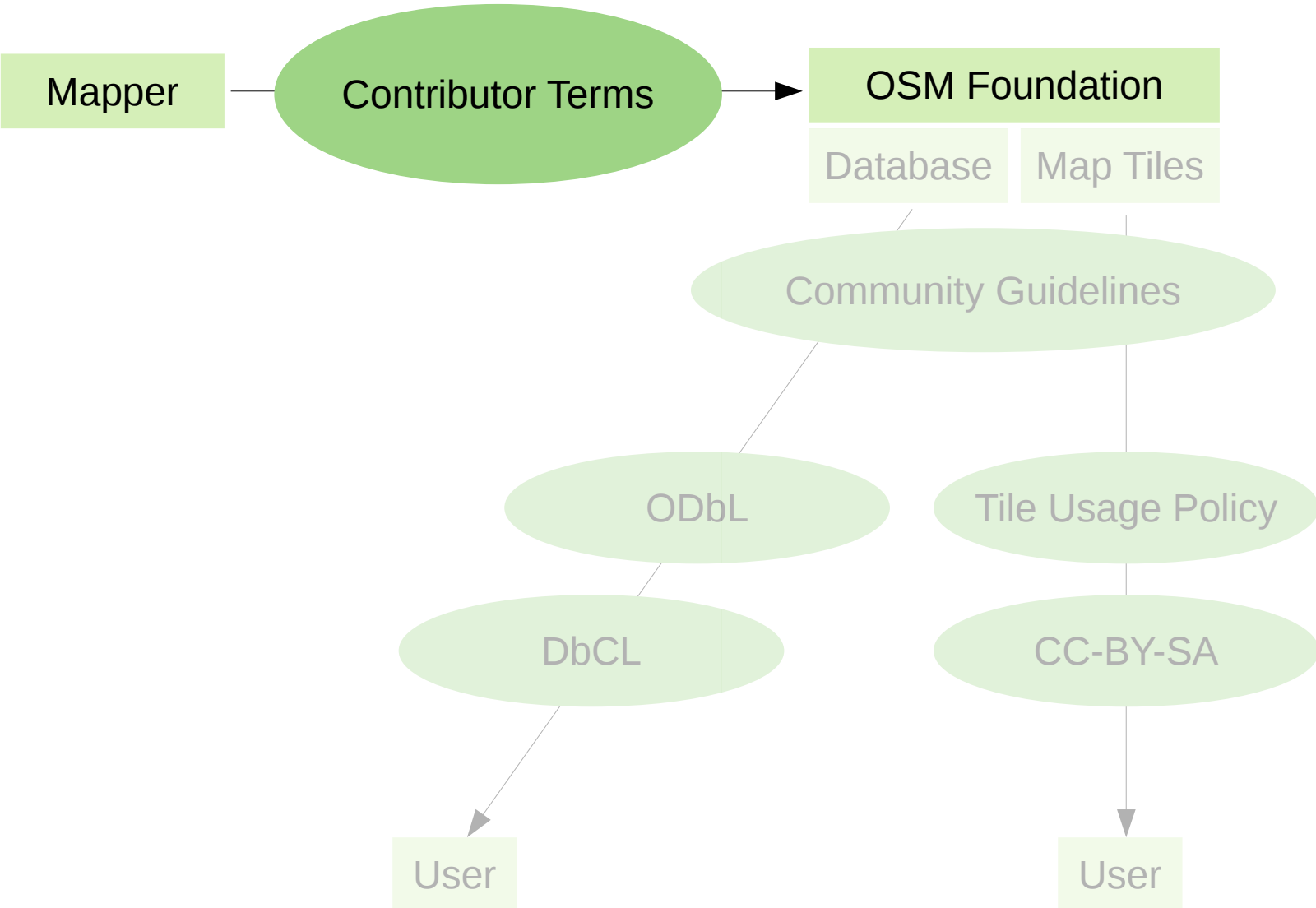
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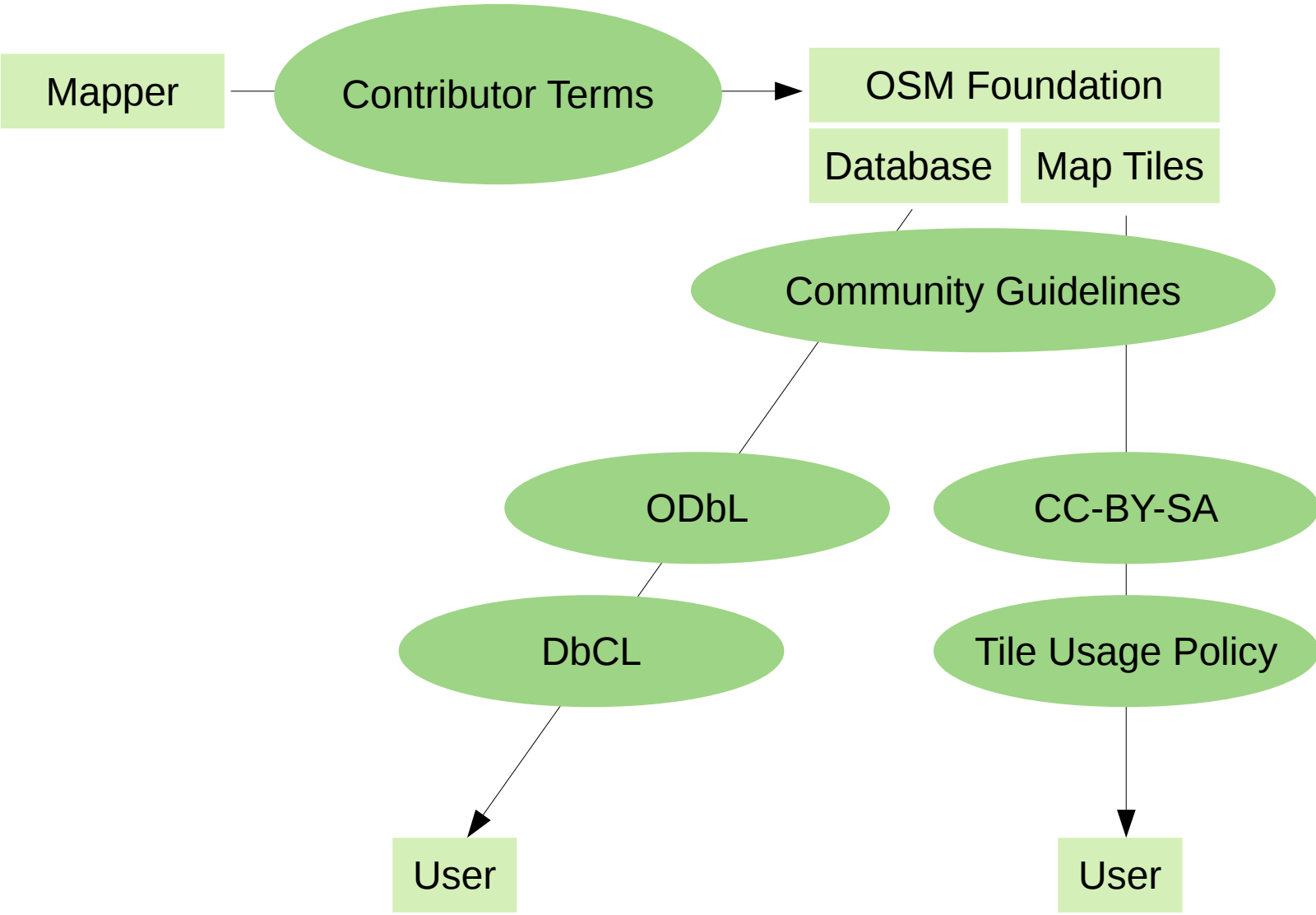
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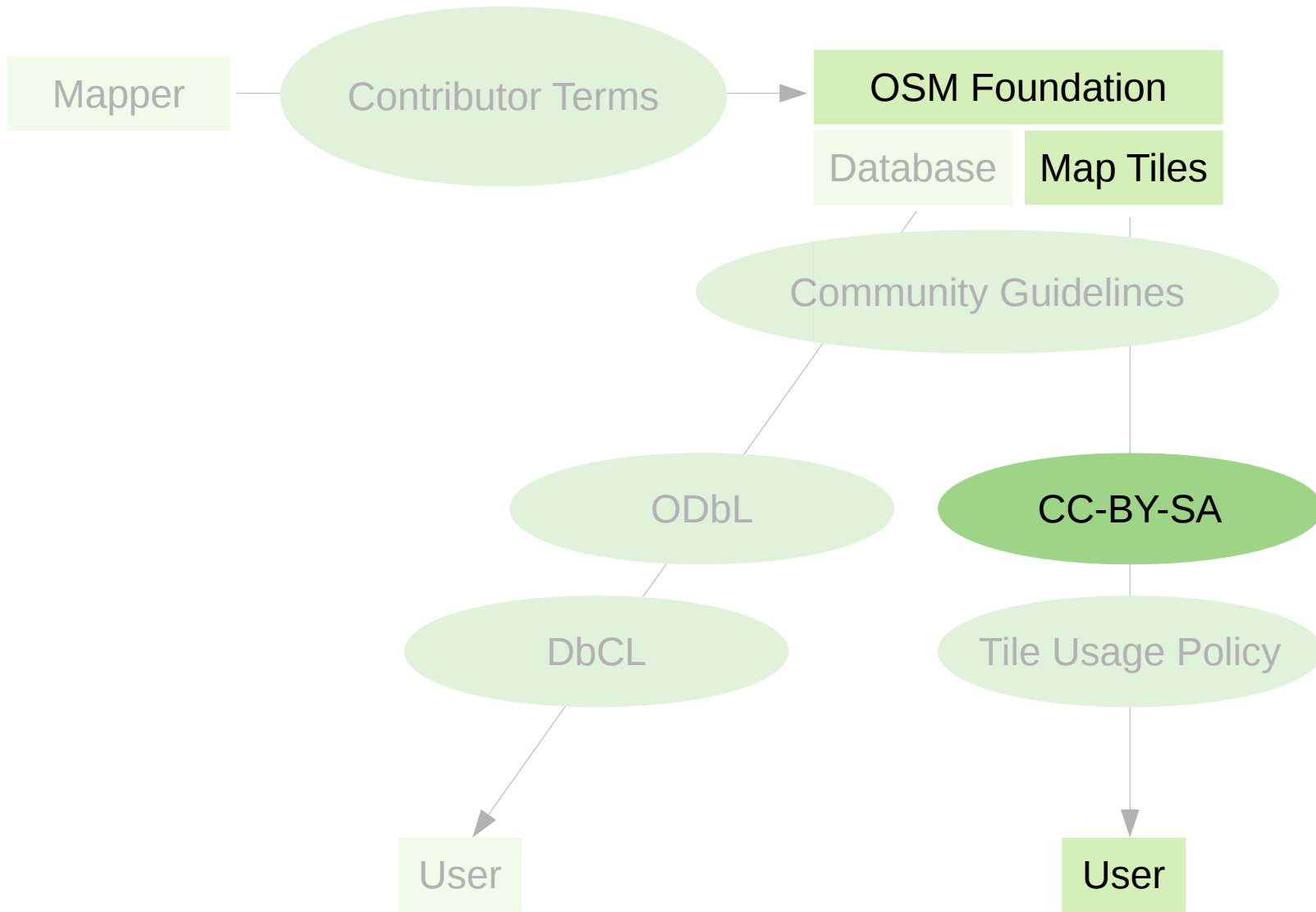
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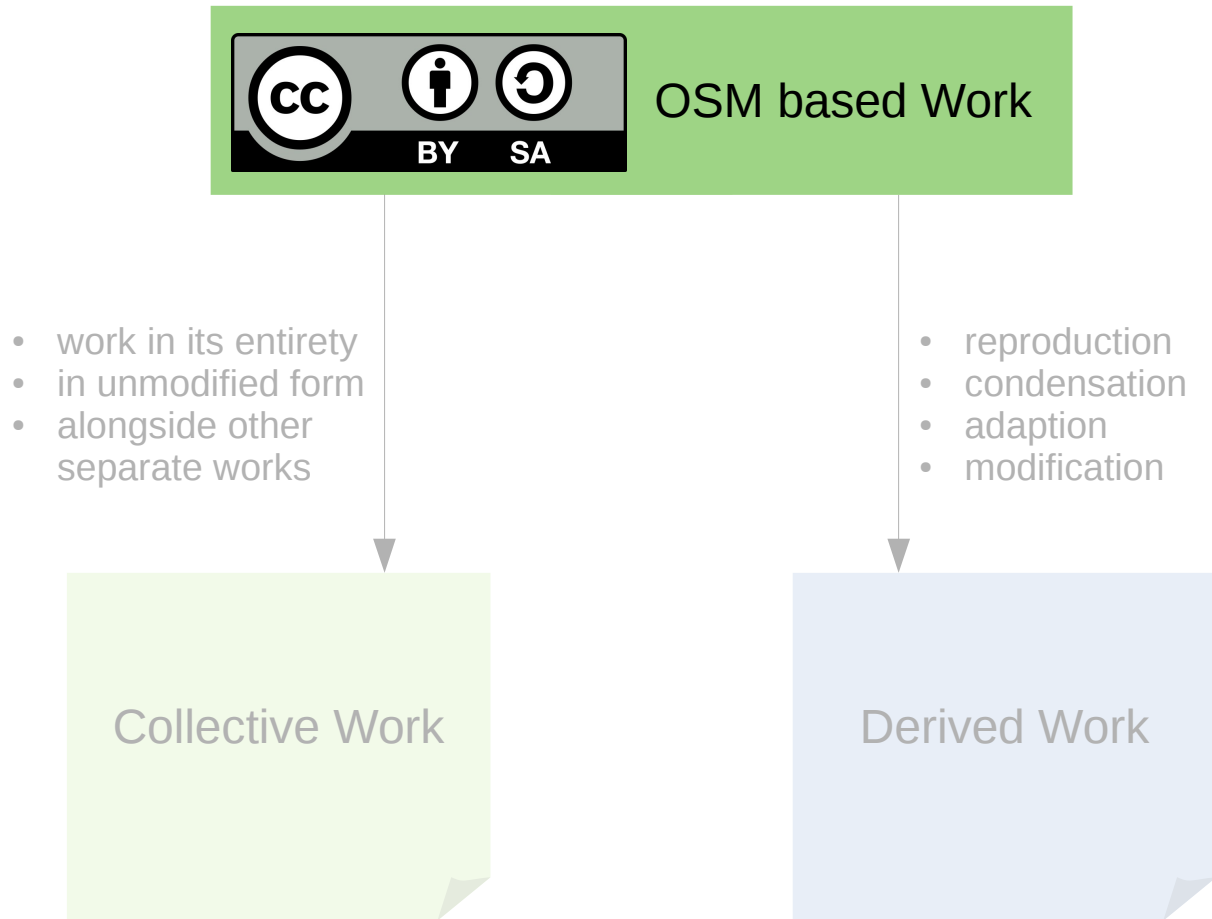
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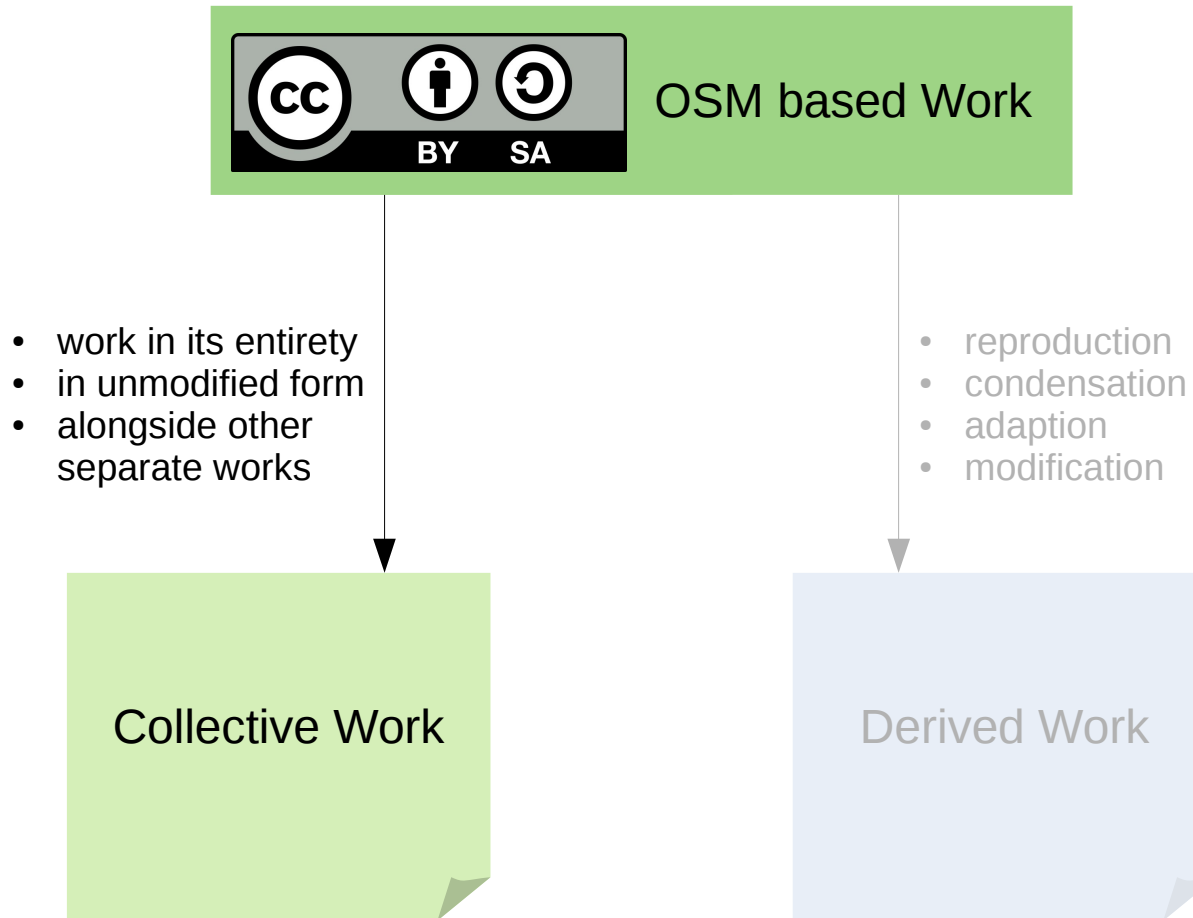


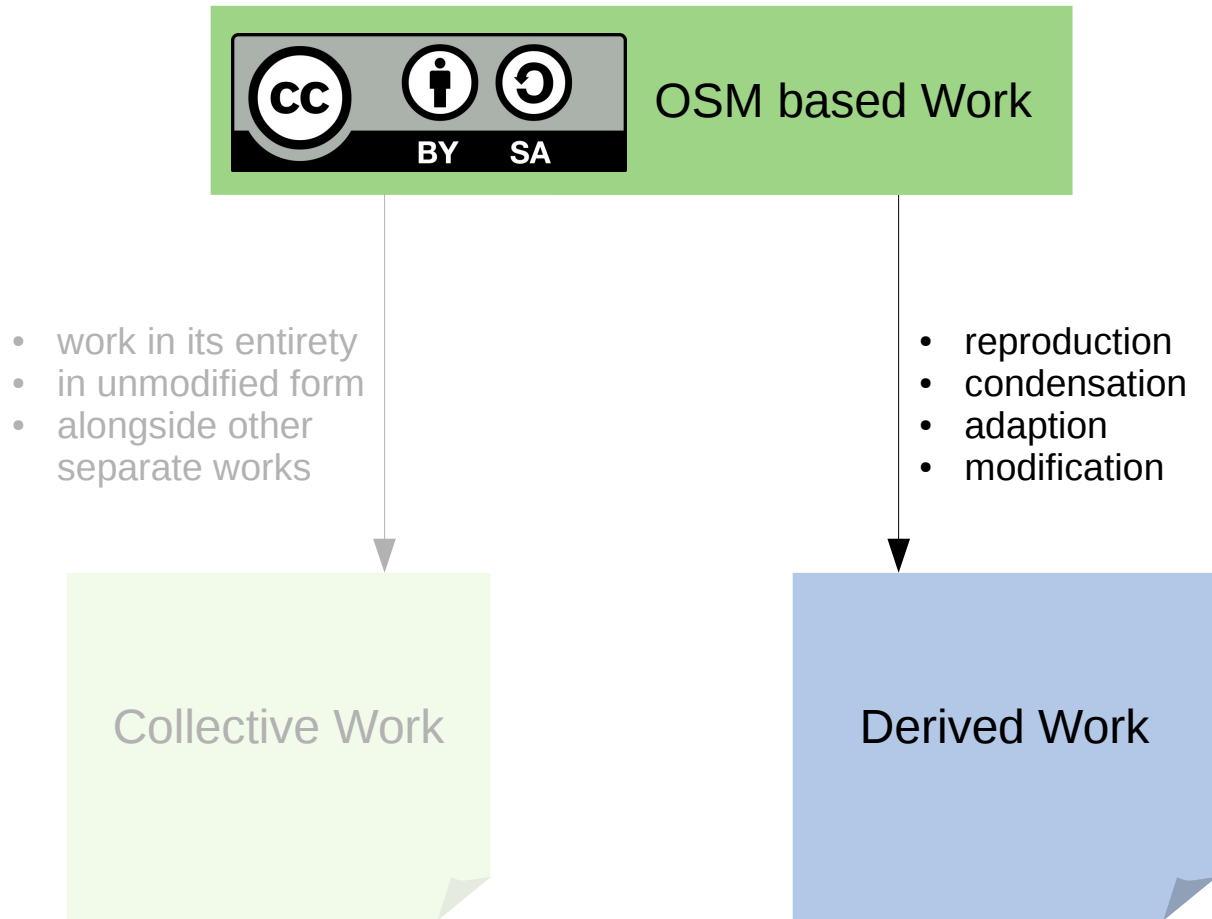
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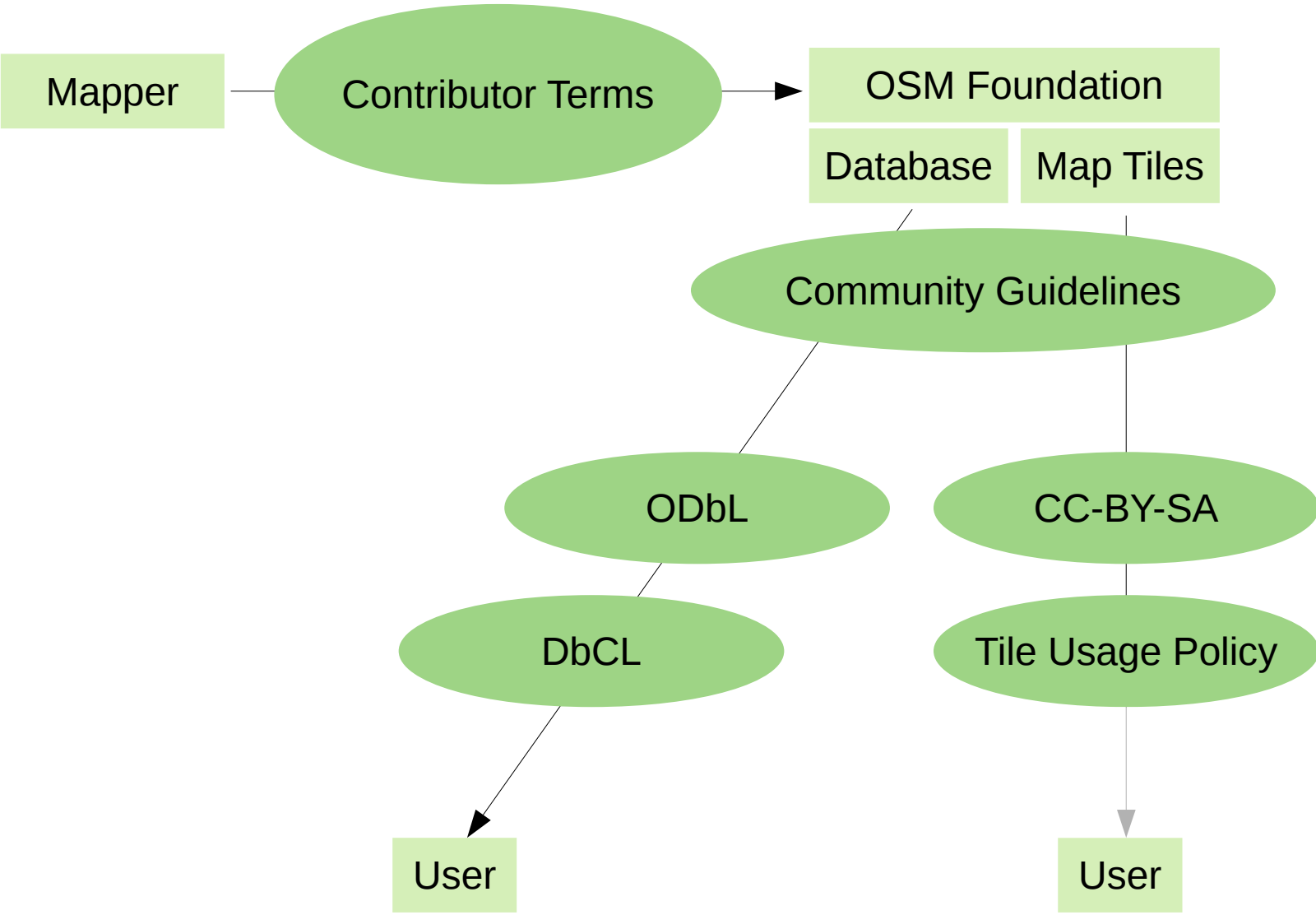






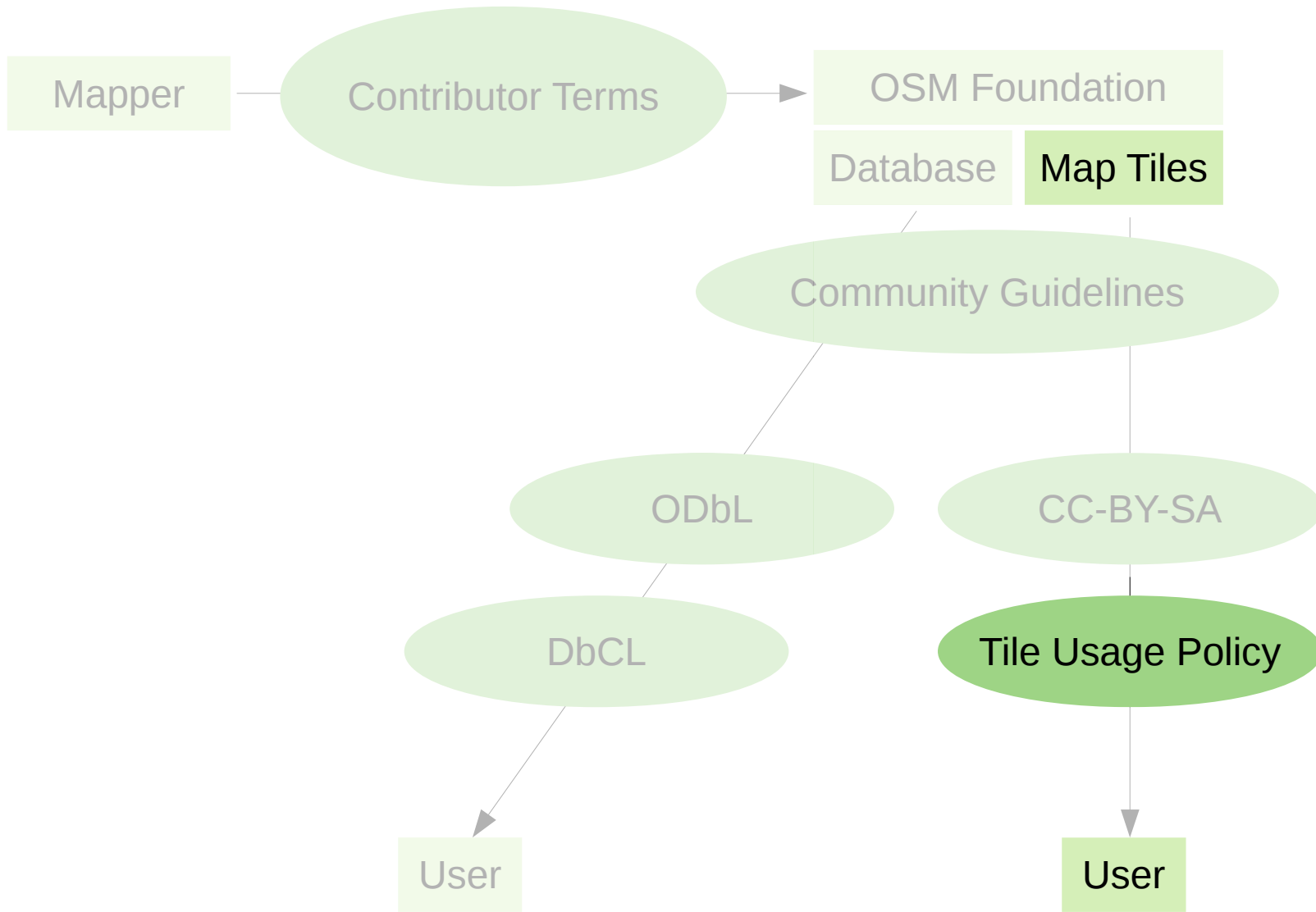
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Tile Usage Policy

and sponsorship which provide hardware and bandwidth. As a result, we require that users of the tiles abide by this tile usage policy.

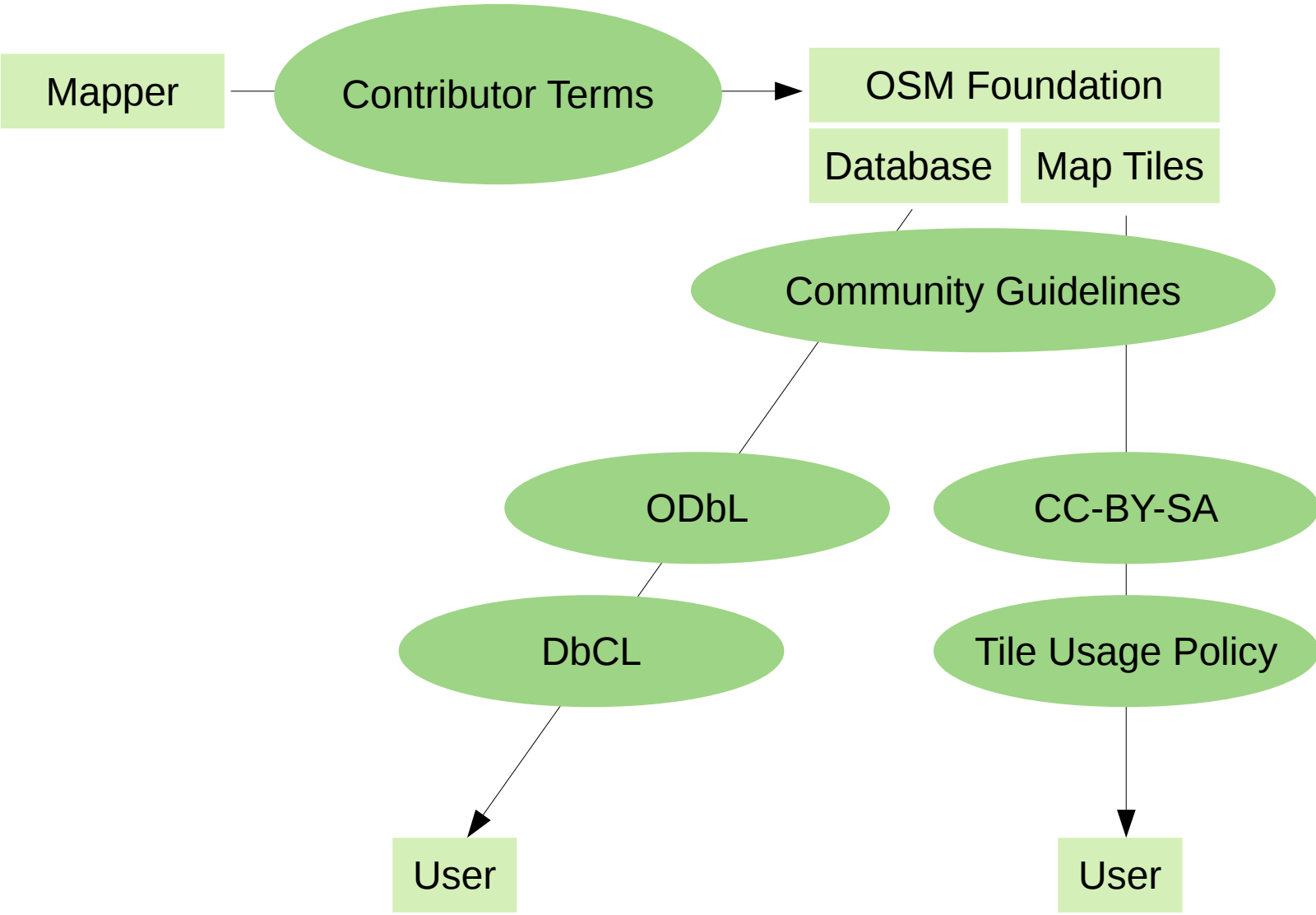
OpenStreetMap data is free for everyone to use. Our tile servers are not.

Below are the minimum requirements that users of tile.openstreetmap.org must adhere to. These may change in future, depending on available resources. Should



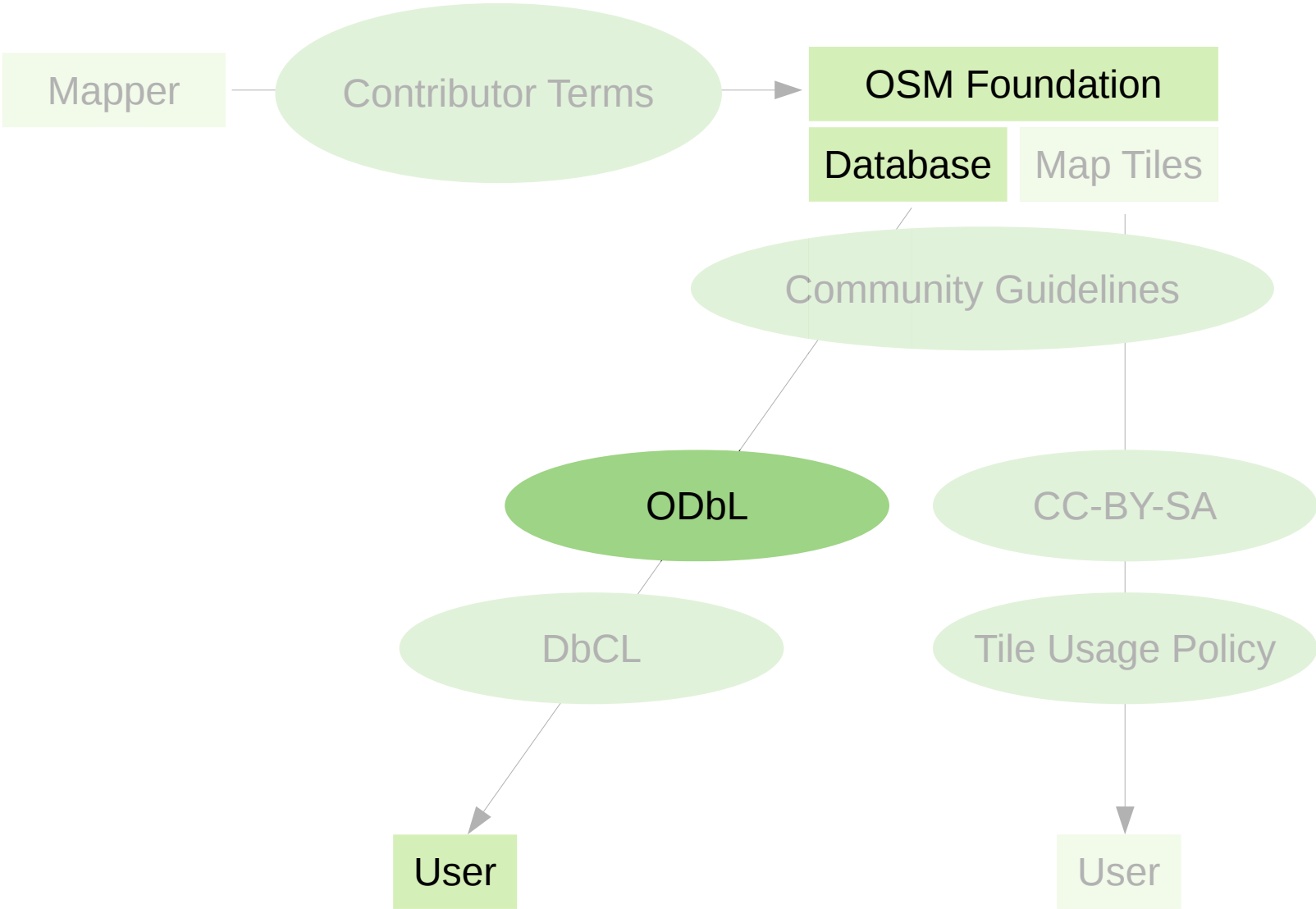
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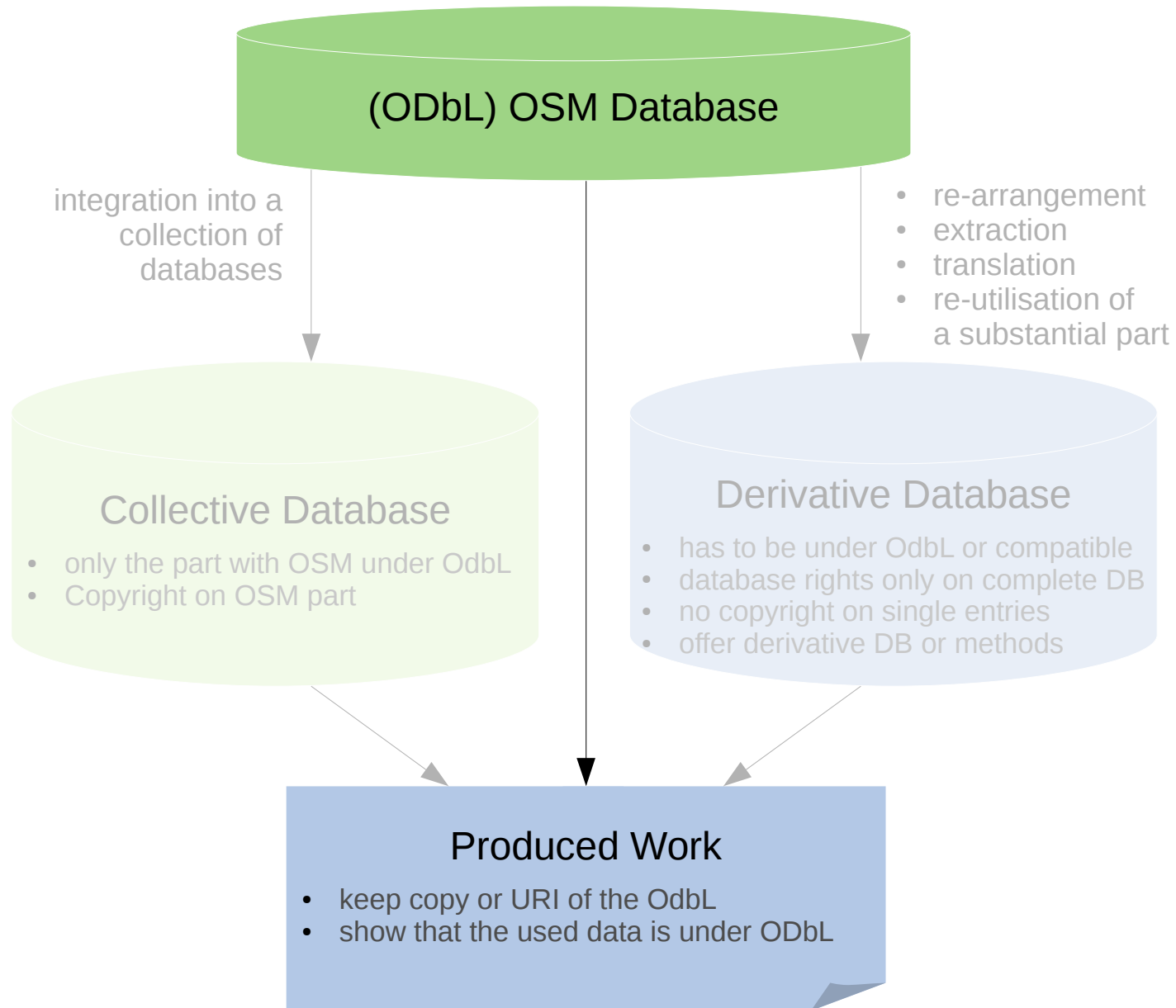
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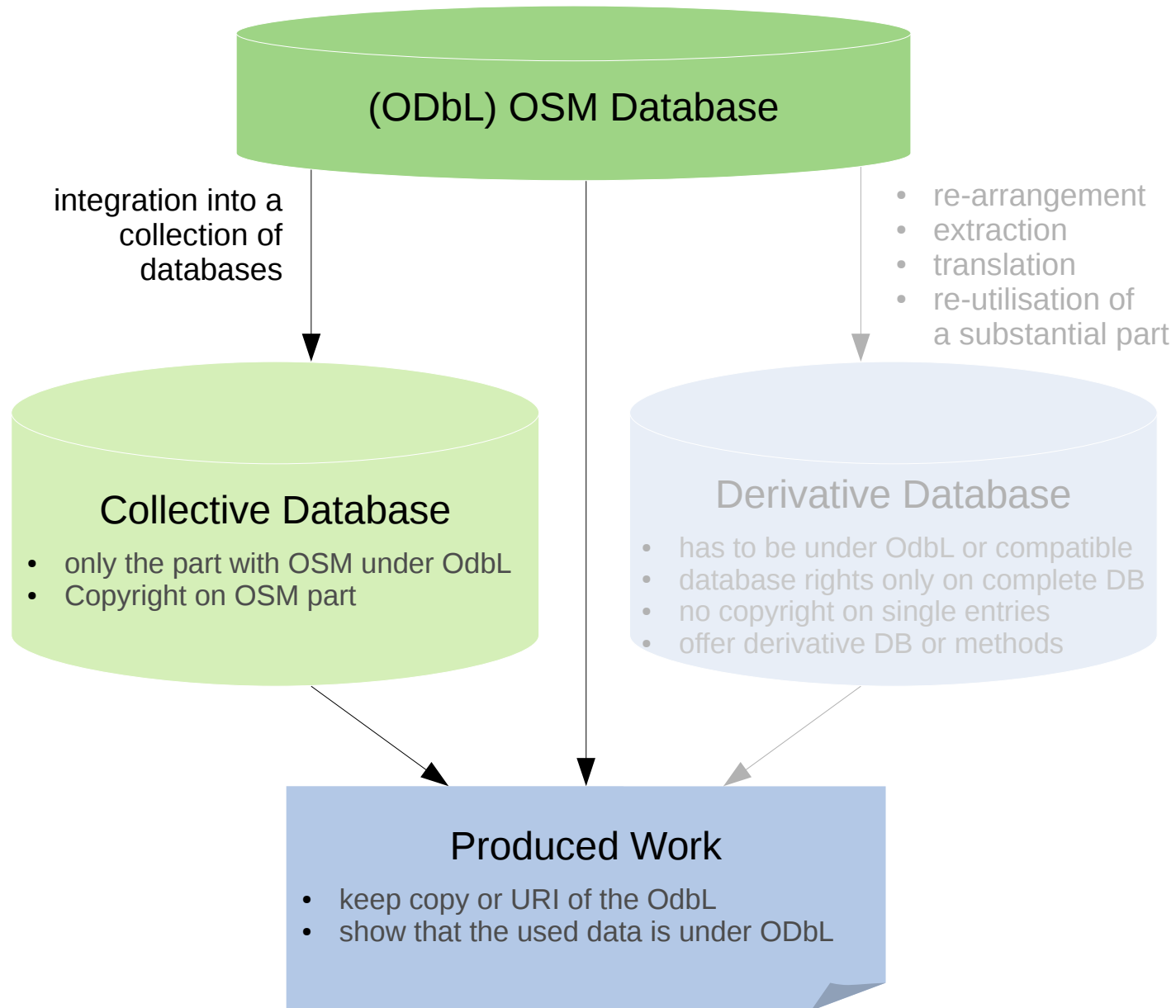


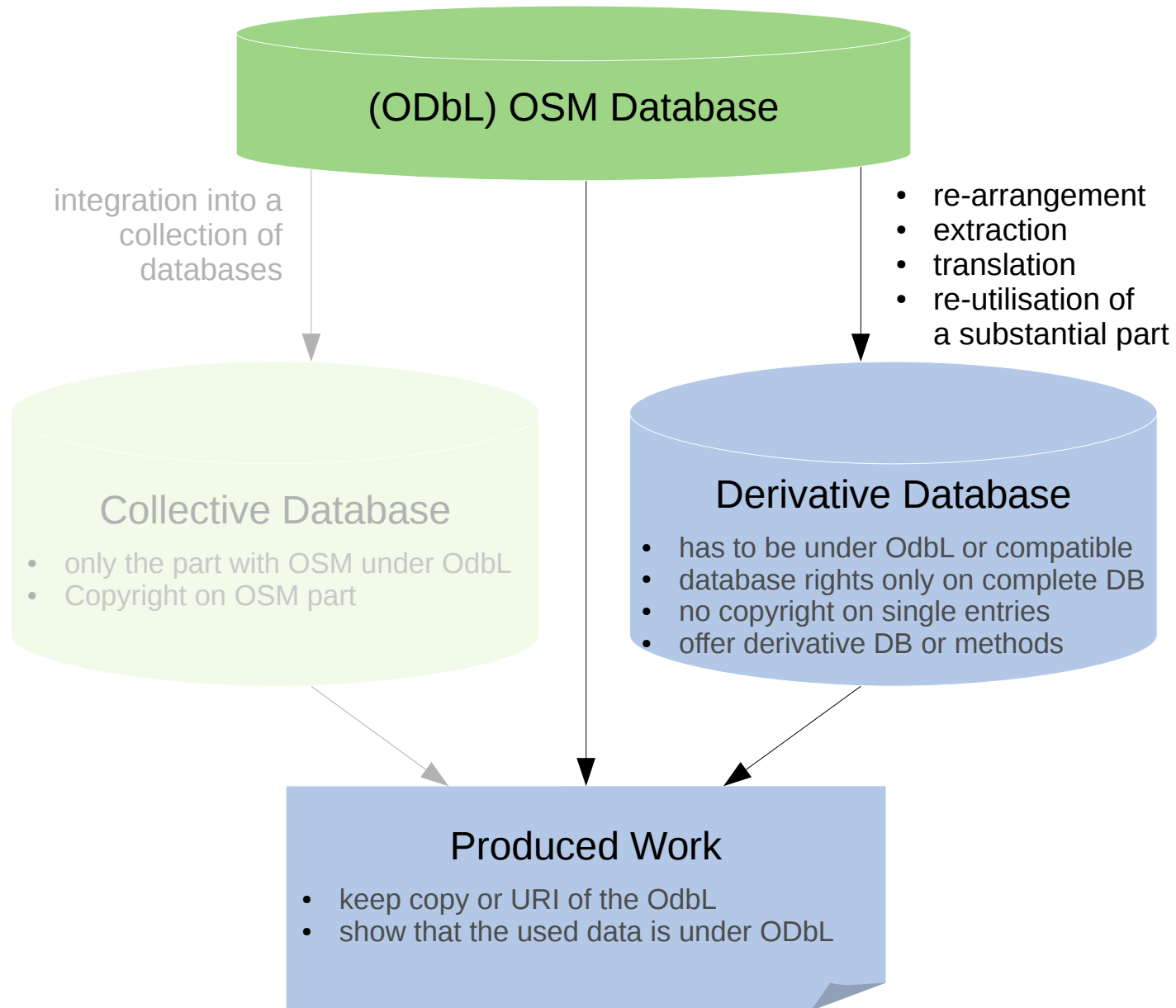
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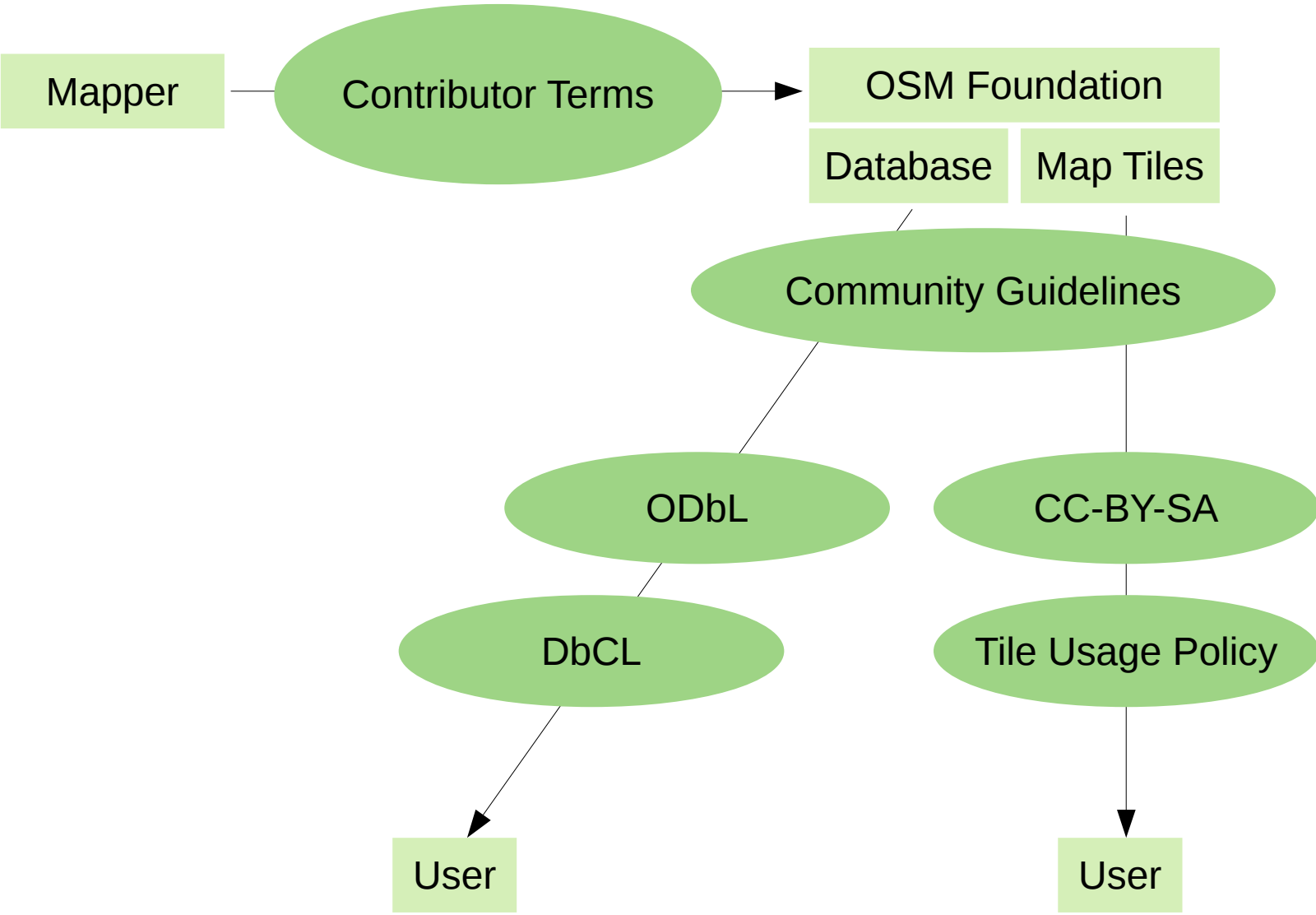






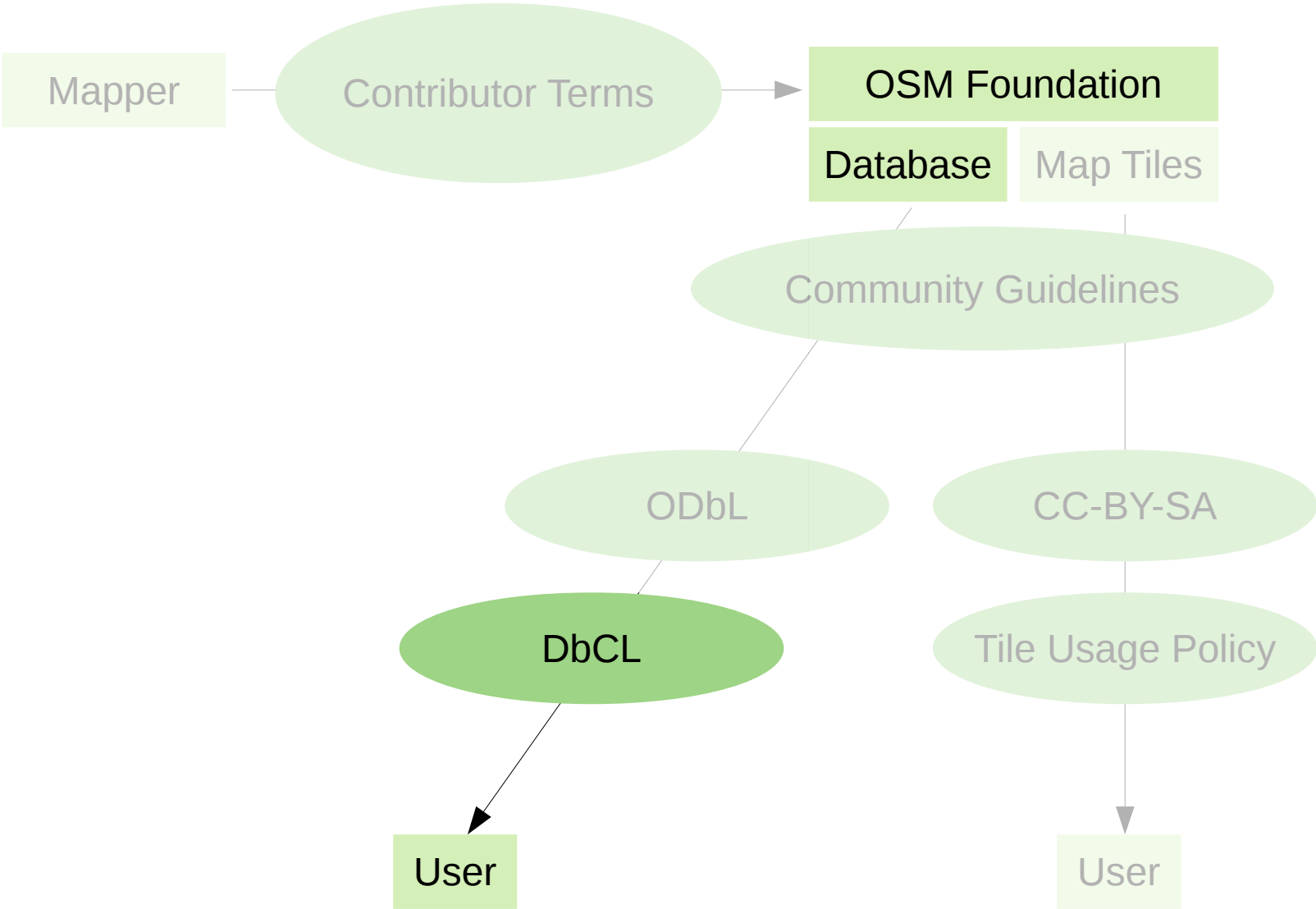
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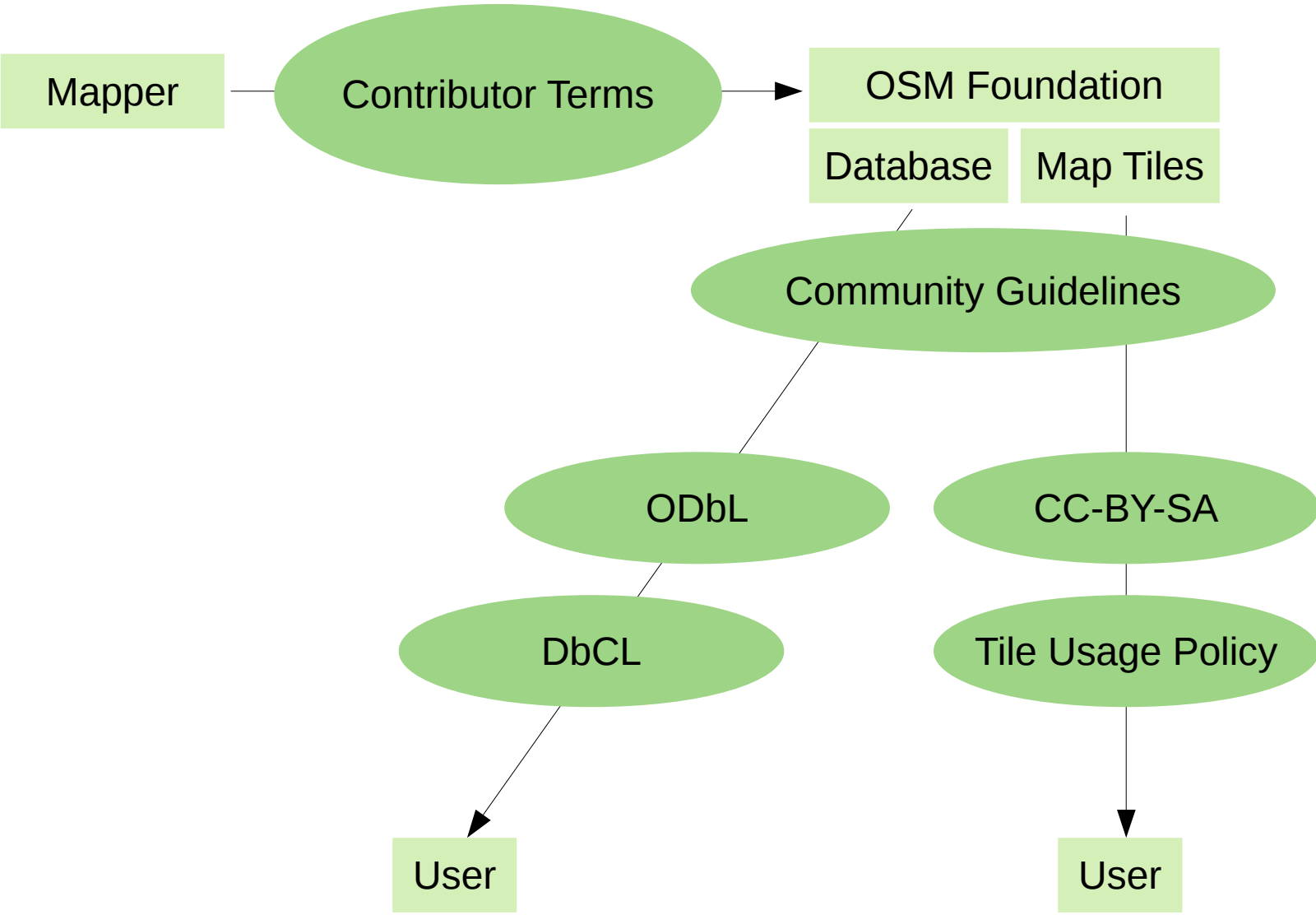
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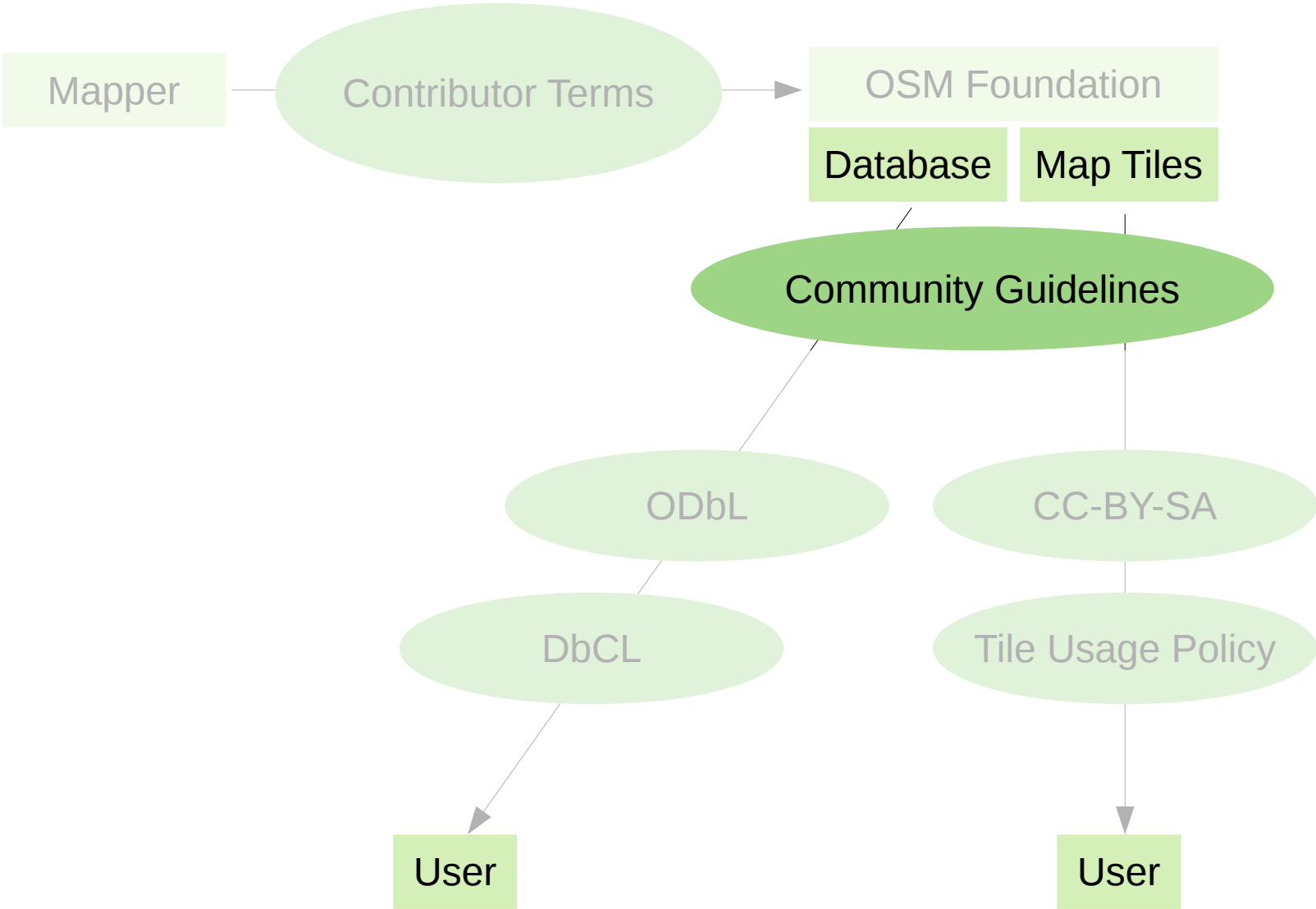
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...the person and consensus process, we do not make any formal rules and no contributor is obliged to agree with all the guidelines or be bound by them.

Endorsed Guidelines [\[Bearbeiten\]](#)

The following guidelines endorsed by the OSMF board 2014-06-06:

- **Substantial** - ODbL uses the term "Substantial", OpenStreetMap's view of what is substantial in our context. "Substantial" is a term which comes from the European Database Directive.
- **Produced Work** - "Produced Work" is a term used by ODbL to broadly separate something created from a database but not a database itself. For OpenStreetMap, this often means a map, but could be something else (a mug, a data visualisation...).
- **Trivial Transformations** - where a change is made purely algorithmically without using externally collected (non-OSM) metadata. When is it so trivial that there should be no obligation to share the changes or how they were made?

We hope these two guidelines resolve questions that you have when you want to make a map and you want to use OpenStreetMap and some other source(s) of data.

- **Regional Cuts** - The principle that a map provider can use maps from OpenStreetMap in one part of the world and not be obliged to share data from another supplier used elsewhere in the world has been established for several years. However, 1) this has never been formalised; and 2) there are some questions that remain about how small an area is reasonable when "mixing and matching".
- **Horizontal Layers** - The principle that a map maker can make and publish a map made from several distinct horizontal layers without being obliged to share data from the non-OpenStreetMap layers has been established for several years and is much clearer with the switch to the ODbL. However this has never been formalised and an exact statement and examples will help potential OpenStreetMap users with incompatible sources.

Less Mature Guidelines [\[Bearbeiten\]](#)

These are areas the OSM Foundation License Working Group is still working on and is asking for input and guidance. They mostly focus on mixed data environments outside making traditional maps, i.e. you want to offer some kind of geodata-related service and want to use OpenStreetMap plus some other source(s) of data.

- **Metadata Layers** - If a layer of externally collected (non-OSM) metadata is made and kept completely separate but matched to OSM node or way ids, when is it Derivative and therefore must be shared?

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31996L0009

Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases

Official Journal L 077 , 27/03/1996 P. 0020 - 0028

DIRECTIVE 96/9/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 March 1996 on the legal protection of databases

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 57, 23, 66 and 100a thereof;

Having regard to the proposal from the Commission (1);

Having regard to the opinion of the Economic and Social Committee (2);

Acting in accordance with the procedure laid down in Article 235 of the Treaty (3);

(1) Whereas databases are at present not sufficiently protected in all Member States by existing legislation, whereas such protection, where it exists, has legal attributes;

(2) Whereas such differences in the legal arrangements throughout the Community, whereas such differences could well become more pronounced as Member States introduce legislation in this field, which is now taking on an increasingly international dimension;

(3) Whereas existing differences distorting the functioning of the internal market must be removed and new ones prevented from arising, while differences not adversely affecting the functioning of the internal market or the development of an information market within the Community need not be removed or prevented from arising;

(4) Whereas copyright protection for databases exists in varying forms in the Member States according to legislation or case-law, and whereas, if differences in legislation in the scope and conditions of protection remain between the Member States, such unharmonized intellectual-property rights can have the effect of preventing the free movement of goods or services within the Community;

(5) Whereas copyright remains an appropriate form of exclusive right for authors who have created databases;

(6) Whereas, nevertheless, in the absence of a harmonized system of unfair-competition legislation or of case-law, other measures are required in addition to prevent the unauthorized extraction and re-utilization of the contents of a database;

(7) Whereas the making of databases requires the investment of considerable human, technical and financial resources while such a database can be copied or accessed at a fraction of the cost needed to design them independently;

(8) Whereas the unauthorized extraction and/or re-utilization of the contents of a database constitute acts which can have serious economic and technical consequences;

Whereas databases are a vital tool in the development of an information market and as such an essential part of the activities also to be used in many other fields;

(9) Whereas the exponential growth, in the Community, in the amount of information generated and processed annually in all sectors of commerce and industry calls for investment in all the Member States in advanced information processing systems;

(10) Whereas there is at present a very great imbalance in the level of investment in the database sector both as between the Member States and between the Community and the world's largest database-producing third countries;

(11) Whereas such an investment in modern information storage and processing systems will not take place within the Community unless a suitable uniform legal protection regime is introduced for the protection of the rights of makers of databases;

(12) Whereas this Directive protects collections, sometimes called 'compilations' of works, data or other materials which are arranged, stored, retrieved, transmitted or electro-optical processes or analogous devices such as CD-ROM and CD-i;

(13) Whereas the term 'database' should not be taken to extend to computer programs used in the making or operation of a database, which are protected by Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs (4);

(14) Whereas the rental and lending of contents of the database is the author's own intellectual creation, whereas such protection databases in the field of copyright and related rights are governed exclusively by Council Directive 92/100/EEC of 19 November 1992 on rental right and lending right and on certain rights related to copyright in the field of intellectual property (5);

(15) Whereas the term of copyright is already governed by Council Directive 93/98/EEC of 27 October 1993 harmonizing the term of protection of copyright and certain related rights (6);

(16) Whereas works protected by copyright and subject matter protected by related rights, which are incorporated into a database, remain nevertheless protected by the respective exclusive rights and may not be incorporated into, or extracted from, the database without the permission of the rightholder or his successors in title;

(17) Whereas copyright in such works and related rights in subject matter thus incorporated into a database are in no way affected by the existence of a separate right in the selection or arrangement of these works and subject matter in a database;

(18) Whereas the moral rights of the natural person who created the database belong to that author and should be exercised according to the legislation of the Member States and the provisions of the Berne Convention for the Protection of Literary and Artistic Works, whereas such moral rights in the field of the scope of this Directive;

(19) Whereas the arrangements applicable to databases created by employees are left to the discretion of the Member States;

(20) Whereas, therefore, nothing in this Directive shall be interpreted as imposing on authors by its employer, the employer exclusively shall be entitled to exercise all economic rights in the database so created, unless otherwise provided by contract;

(21) Whereas the author's exclusive rights should include the right to determine the way in which his work is exploited and by whom, and in particular to control the distribution of his work to unauthorized persons;

(22) Whereas the copyright protection of databases includes making databases available by means other than the distribution of copies;

(23) Whereas Member States are required to ensure that their national provisions are at least materially equivalent in the case of such acts subject to restrictions as are provided for by this Directive;

(24) Whereas the question of exhaustion of the right of distribution does not arise in the context of databases, which come within the field of provision of services; whereas this also applies with regard to a material copy of such a database made by the user of such a service with the consent of the rightholder; whereas, unlike CD-ROM or CD-i, where the intellectual property is incorporated in a material medium, namely an item of goods, every on-line service is in fact an act which will have to be subject to authorization where the copyright is provided;

(25) Whereas, nevertheless, once the rightholder has chosen to make available a copy of the database to a user, whether by an on-line service or by other means of distribution, that lawful user must be able to access and use the database for the purposes and in the way set out in the agreement with the rightholder, even if such access and use involve a performance of a database restricted acts;

(26) Whereas a list should be drawn up of exceptions to restricted acts, taking into account the fact that copyright as covered by this Directive applies only to the selection or arrangement of the contents of a database; whereas Member States should be given the option of providing for such exceptions in particular cases; whereas, however, this option should be exercised in accordance with the Convention and to the extent that the exceptions relate to the structure of the database; whereas a distinction should be drawn between exceptions for private use and exceptions for reproduction for private purposes, which concerns provisions under national legislation of some Member States on levies on blank media or recording equipment;

(27) Whereas the right to prevent unauthorized extraction and/or re-utilization of the contents of a database is to be regarded as a 'substantial' new investment lies with such investment;

(28) Whereas a 'substantial' new investment involving a new term of protection may include a 'substantial' verification of the contents of the database;

(29) Whereas, in addition, remedies provided under the legislation of the Member States for infringements of copyright or otherwise to their contents and shall be without

means to ensure the remuneration of the author; whereas a distinction should be drawn between exceptions for private use and exceptions for reproduction for private purposes, which concerns provisions under national legislation of some Member States on levies on blank media or recording equipment;

(30) Whereas, in addition to remedies provided for by this Directive shall be without

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Simple Matcher

Dataset: **comp_..._wien** Categories: **amenity-restaurant** Area: **Josefstadt** Radius: **0.000225**

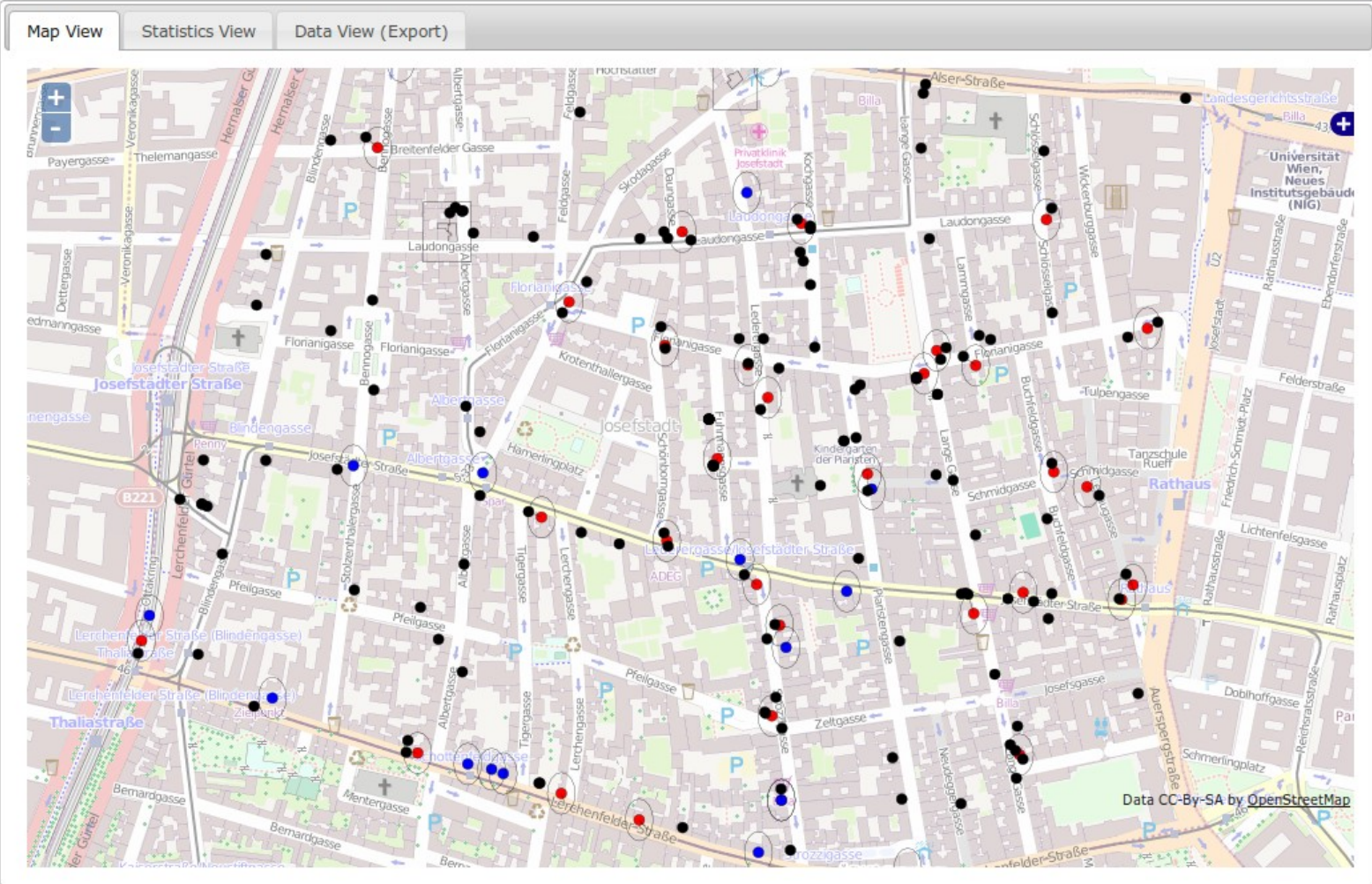
- Welcome
 - (1) Define Comparative Dataset
 - (2) Define Categories
 - (3) Define Matching Area
 - (4) Define Matching Radius
 - (5) Define Legal Properties
 - (6) Start Match!
Start the Match and look at the results.
Start Matching Procedure
- Matching of Josefstadt finished.
Matched **33** from possible **50 OSM points** / **140 Comp. Points**.

Legal Recommendations

- Private Mode: **false**
- Reuse the current map view: **false**
- Reuse non OSM Results (CSV export): **false**
- Reuse OSM Results (CSV export): **true**
- Reuse the statistics: **false**

Deactivate the layer "Comparative Data" and "Detailed Check Data" to only display OSM information in the map.

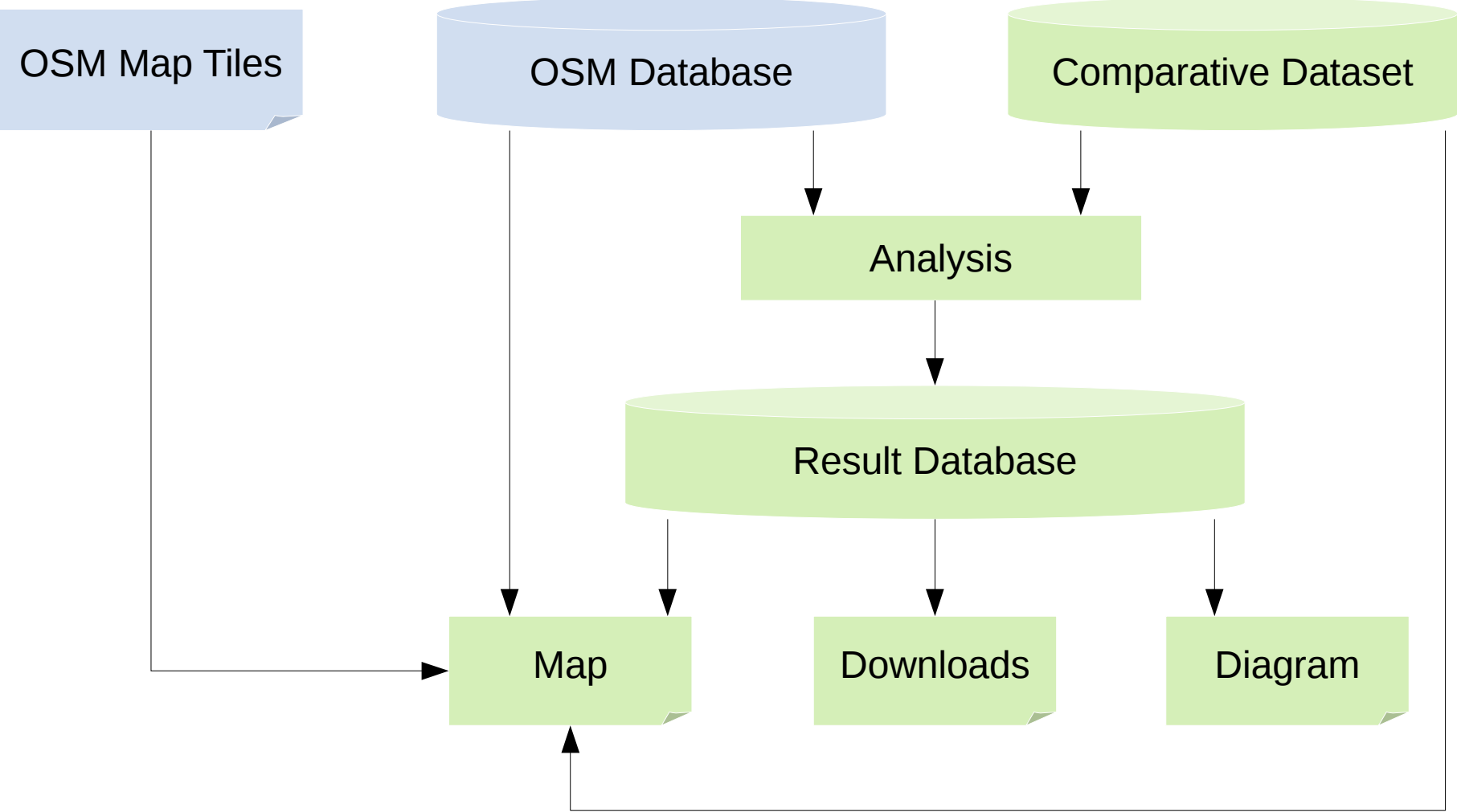
The legal recommendation given here only applies in a general manner. The actual situation may be different.



home/scrubb/Dokumente/TU-Daten/Dissertation/Publikationen/2014-06-27 AgIL License/sipresentationSimpleMatcherDemo.mxd

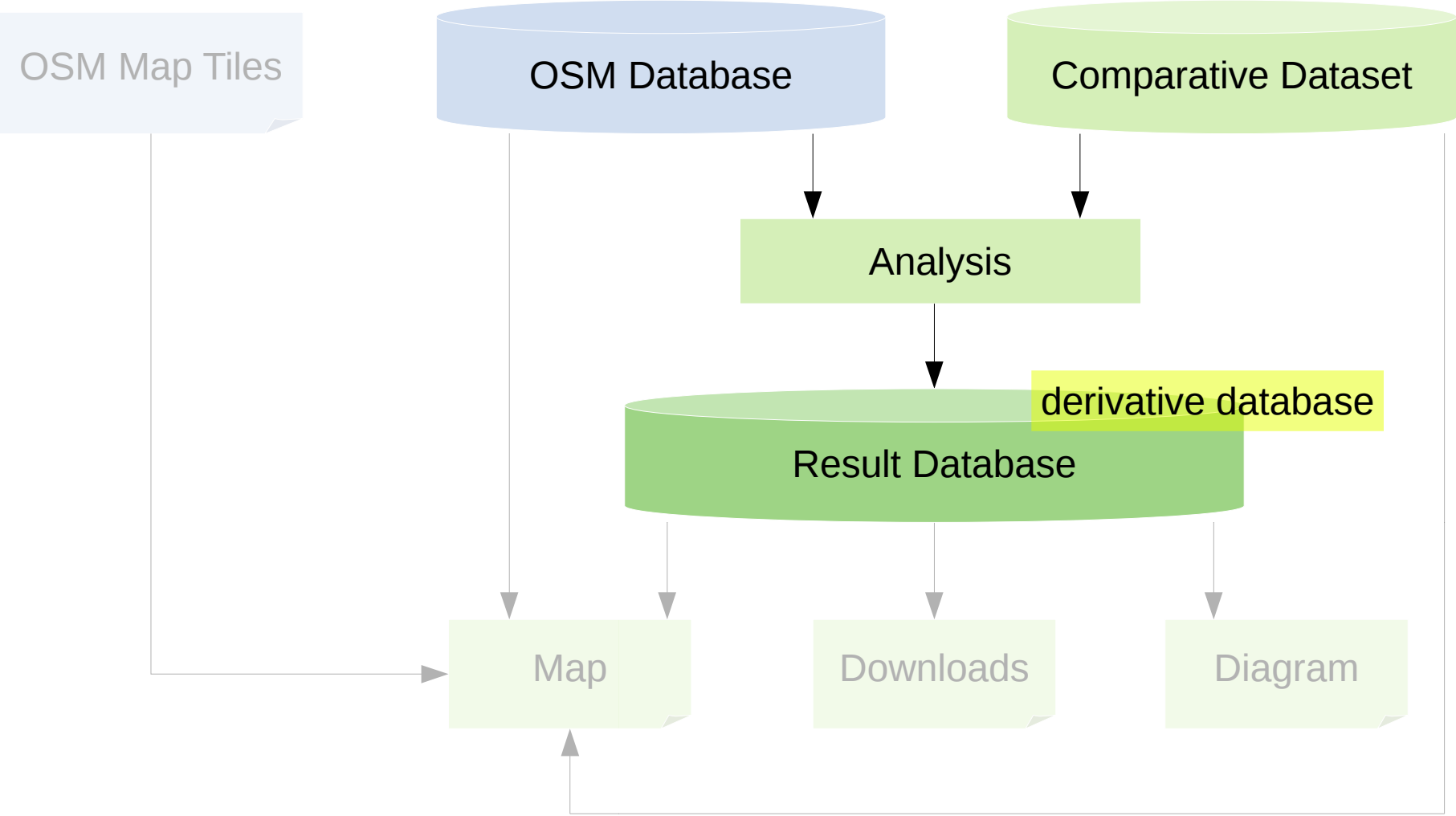
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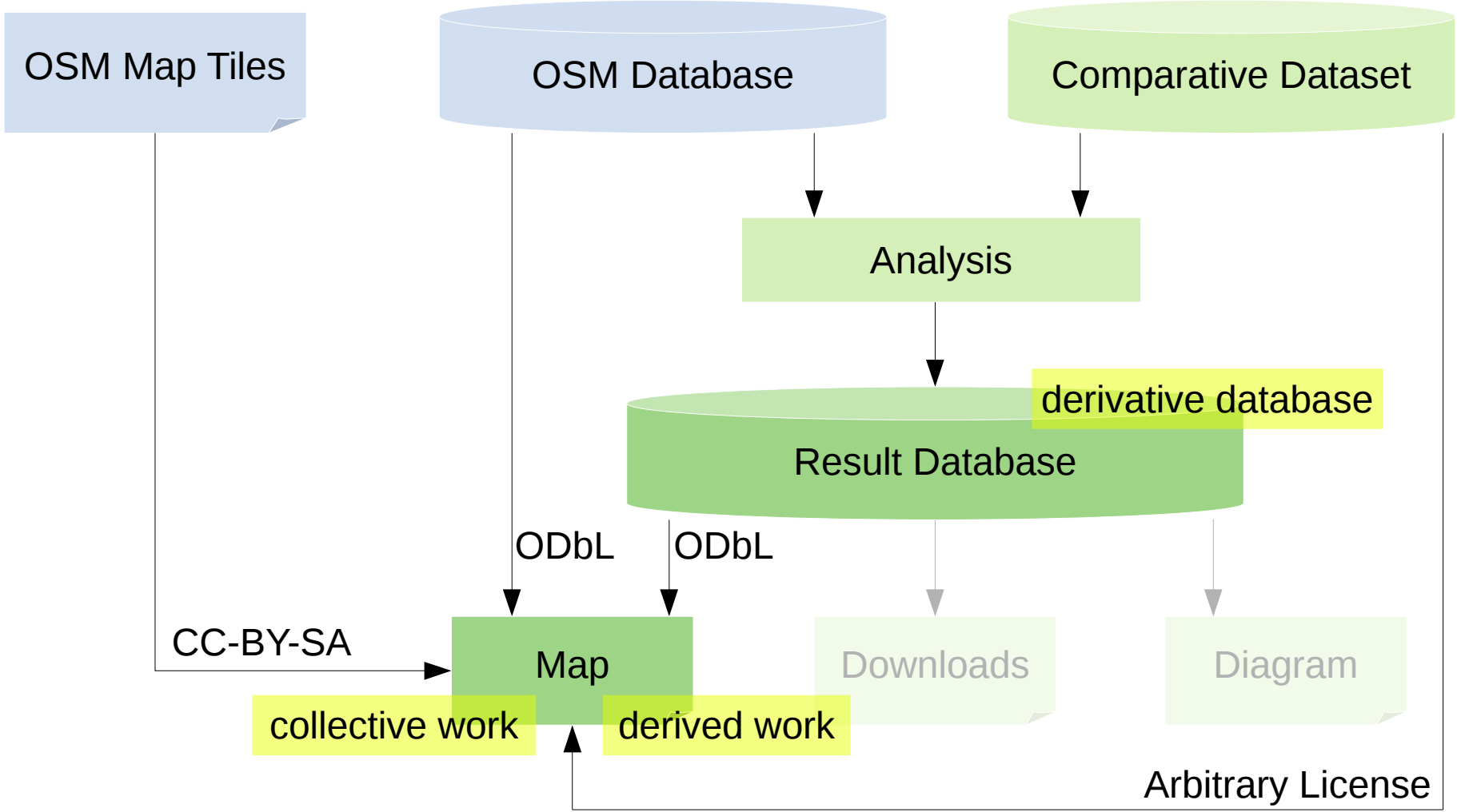
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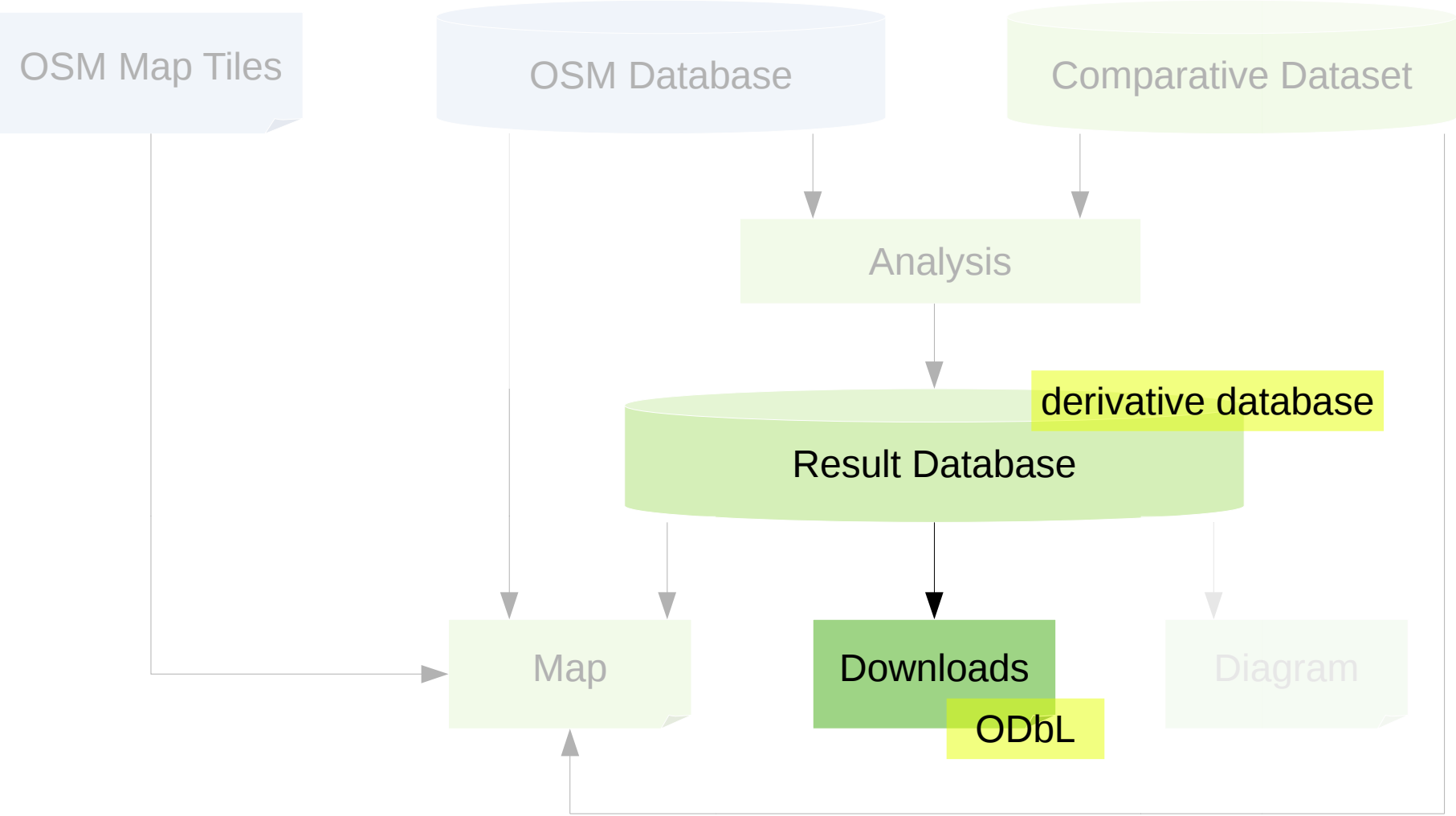
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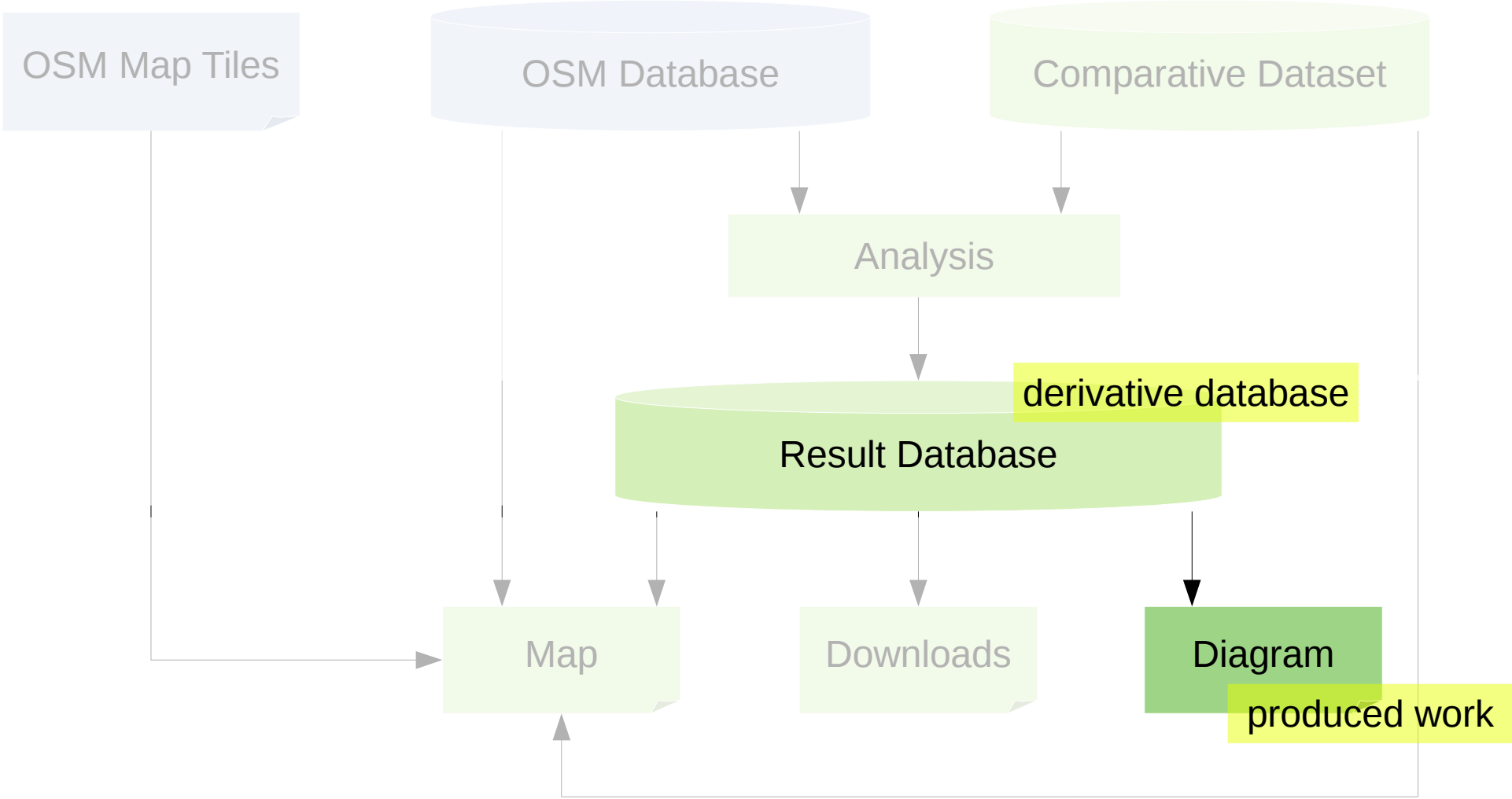
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Microsoft Bing Maps

Using Data from OSM

Book: Schwarzplan

MapBox

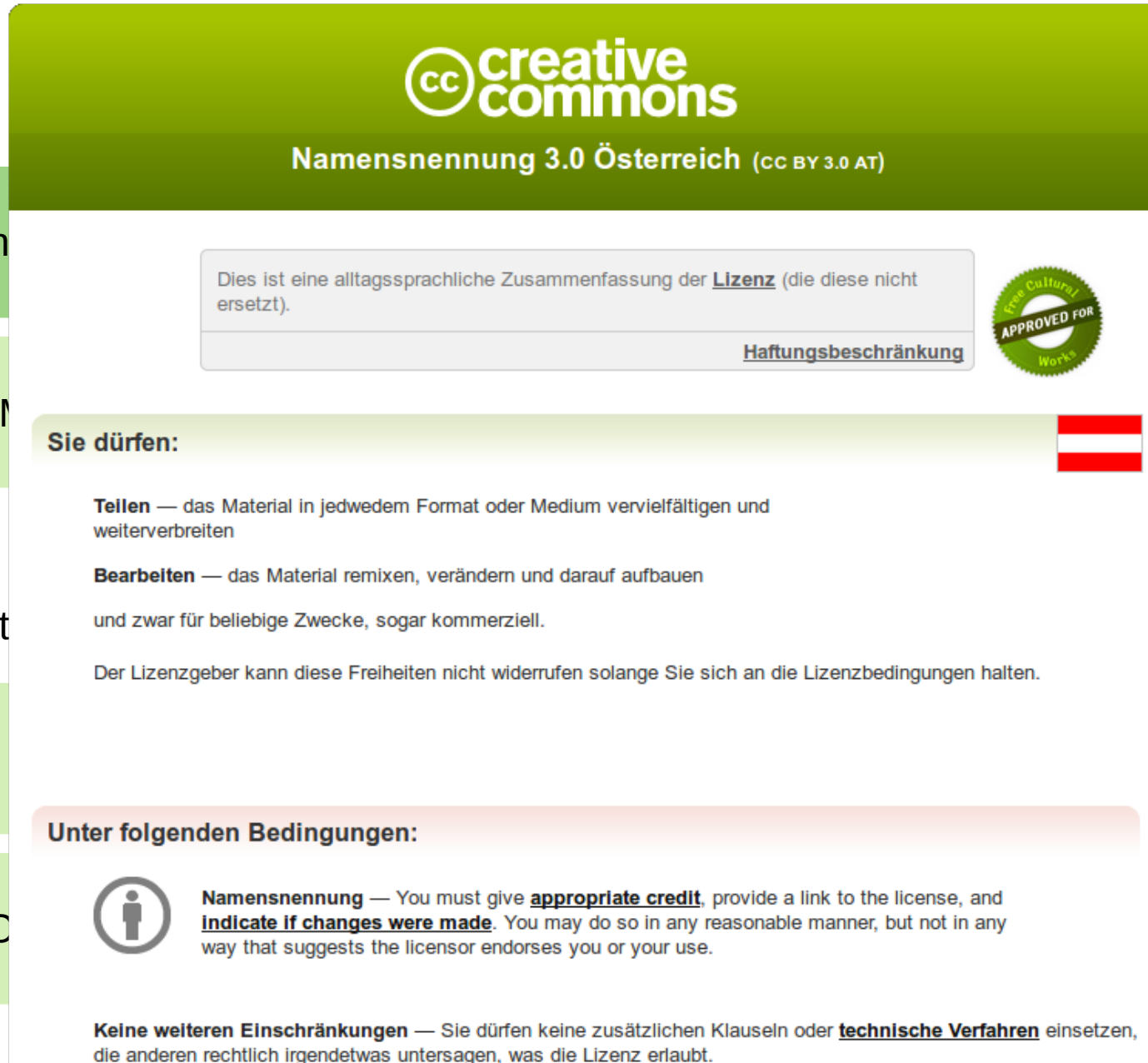
Community Examples

Providing

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Using Data

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The image shows a Creative Commons Attribution 3.0 Austria license page. At the top, the Creative Commons logo is displayed in white on a green background, followed by the text "Namensnennung 3.0 Österreich (CC BY 3.0 AT)". Below this, there is a text box stating: "Dies ist eine alltagssprachliche Zusammenfassung der Lizenz (die diese nicht ersetzt)." and a link to "Haftungsbeschränkung". To the right of this text is a circular seal that says "Free Cultural Works APPROVED FOR". Below the text box is a horizontal bar with the Austrian flag and the text "Sie dürfen:". Underneath this bar, there are three bullet points: "Teilen — das Material in jedwedem Format oder Medium vervielfältigen und weiterverbreiten", "Bearbeiten — das Material remixen, verändern und darauf aufbauen und zwar für beliebige Zwecke, sogar kommerziell.", and "Der Lizenzgeber kann diese Freiheiten nicht widerrufen solange Sie sich an die Lizenzbedingungen halten." Below these points is another horizontal bar with the text "Unter folgenden Bedingungen:". Underneath this bar, there is a person icon and the text: "Namensnennung — You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use." Below this is the text: "Keine weiteren Einschränkungen — Sie dürfen keine zusätzlichen Klauseln oder technische Verfahren einsetzen, die anderen rechtlich irgendetwas untersagen, was die Lizenz erlaubt."

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explicit permissions (see para 1 of the CTs).

However, there are a couple of problems with the CTs.

Providing

First: paragraph 2 of the CTs requires that an OSM user grants the OSMF a very wide ranging licence ("a worldwide, royalty-free, non-exclusive, perpetual, irrevocable license to do any act that is restricted by copyright over anything within the Contents, whether in the original medium or any other. These rights explicitly include commercial use, and do not exclude any field of endeavour"). We can't grant a licence to derive data from our PhotoMaps that would allow the derived work to be submitted to OSM under that clause; it introduces yet another licence (above and beyond CC-BY-SA and ODbL/DbCL).

Second: paragraph 3 of the CTs allows the licence to be changed to "another free or open licence", which isn't further defined. We can't grant a licence to derive data from our PhotoMaps that would allow the derived work to be submitted to OSM under that clause, since that other licence might not be CC-BY-SA or ODbL/DbCL.

Using Data

To summarise: under the terms of our Community licence (<http://www.nearmap.com/products/community-licence>) you can't use our PhotoMaps to derive data in a way that allows you to license that data under the current Contributor Terms. Data already derived from our PhotoMaps remains under CC-BY-SA, which again means that it can't be licensed under the CTs.

Because of this, we're making the following changes to our website:

- Changing the wording of the page that explains the Community licence so that it says "you may Use the Licensed PhotoMaps or Modified PhotoMaps to obtain information which you can then use, under the Creative Commons Attribution Share Alike

(CC-BY-SA) <http://creativecommons.org/licenses/by-sa/3.0/> licence, to populate or update community street mapping projects" rather than referencing OpenStreetMap directly.

- Removing the Edit button that links directly to OpenStreetmap (opens

<http://lists.openstreetmap.org/pipermail/talk-a/2010-August/007013.html>)

Sources: <https://creativecommons.org/licenses/by/3.0/at/deed.de>,

<https://lists.openstreetmap.org/pipermail/talk-a/2010-August/007013.html>,

http://wiki.openstreetmap.org/wiki/File:Bing_license.pdf

<http://www.openstreetmap.org/user/lxbarth/diary>

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MICROSOFT® BING™ MAPS IMAGERY SERVICE EDITOR APPLICATION API's TERMS OF USE

Last Updated: November 2010

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THANK YOU FOR CHOOSING MICROSOFT!

1. What does this Contract cover? This is a contract between you and Microsoft Corporation ("Microsoft"). Sometimes Microsoft is referred to as "we," "us" or "our". This contract applies to the following Microsoft Bing Maps Imagery Services API's (the "service"): **Bing Maps AJAX Control, Bing Maps Silverlight Control, Bing Maps SOAP Services, and Bing Maps REST Services**. If you have separately entered into a written MapPoint and/or Bing Maps agreement with Microsoft ("MWS/BM agreement"), formerly known as MapPoint and/or Virtual Earth agreement with Microsoft ("MWS/VE agreement"), to the extent of any conflict between the MWS/BM and/or the MWS/VE agreement and these terms, the terms of your MWS/BM or MWS/VE agreement prevail.

Please note that we do not provide warranties for the service. The contract also limits our liability. These terms are in Sections 12 and 13 and we ask you to read them carefully.

If you have any questions or would like to find out more about a Bing Maps Agreement, please contact maplic@microsoft.com for information.

2. What rights do I have? The rights that you have under this agreement are limited solely to aerial imagery use in a non-commercial online editor application of OpenStreetMap maps (an "Application"). We require you use access credentials to use the service, and require use of transaction tracking and/or session tracking methods for all uses of the service, as described in the applicable SDKs.

Right to use: Subject to your compliance with this agreement, you may develop or host an Application that is designed to access and use the service to display results for non-commercial use using only methods and means of access that are documented in the SDKs described at the end of this agreement ("SDKs"). Your Application and content in your Application must be available publicly without restriction (for example, login or password must not be required or such login or password must be available without cost). Any updates you make to the OpenStreetMap map via the Application (even if not published to third parties) must be contributed back to openstreetmaps.org. See information on sessions or transactions using keys for the [Bing Maps AJAX Control](#) or [Bing Maps REST Services](#); or [Bing Spatial Data Services](#).

Restrictions on your use: We do have some restrictions on your use of the service. You may not:

- copy, store, archive, or create a database of the content;
- use the service for business asset tracking, fleet management, or dispatch;
- present or alert an end user to individual maneuvers of a route in any way that is synchronized with the end-user's sensor-based position along the route, (e.g. "real-time" navigation);
- change, obscure or remove any search box or any portion of the results, including, without limitation, any logo, trademark, copyright or other notice of Microsoft or its suppliers, digital watermarks, or any advertisement; and if the required logos and copyright notices are not included in the service generated content, you shall add the logos and copyright notices provided by Microsoft to the service generated content as described in the SDKs;
- integrate or combine the Bing Maps Platform or any of its content with any other mapping platform;
- perform geocoding transactions or download points of interest; and
- use Bird's Eye, Street Side, or Photosynth imagery.

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RELEVANZ

Das **OpenStreetMap** Projekt wurde 2004 in Großbritannien gegründet (www.osm.org). Es lässt sich mit wenigen Worten als eine Wikipedia für Landkarten beschreiben. Jeder Mensch kann Eintragungen oder Veränderungen am Datensatz der OpenStreetMap vornehmen.

Diese Weltkarte wird unter der offenen ODbL 1.0 (**Open Database License**, www.opendatacommons.org/licenses/odbl) zur Verfügung gestellt. Vereinfacht ausgedrückt bedeutet dies, dass das Datenmaterial allgemein verwendet werden darf, sofern die ursprünglich von der OSM stammenden Daten nach einer Bearbeitung erneut freigegeben werden.

Da inzwischen flächendeckend hochauflösende Luftbilder zum Abzeichnen freigegeben wurden, sind bereits viele Gebäude aller Weltstädte eingetragen. Die in diesem Buch präsentierten Schwarzpläne sind **Extrakte von OpenStreetMap** Daten.

OSM bietet eine Vielzahl an Daten, die sich zur Kartenerstellung eignen. Für dieses Buch wurden **Gebäude** extrahiert und daraus Schwarzpläne erstellt.

Schwarzpläne üben als Instrument der Stadtplanung eine enorme Faszination aus. Obwohl sie graphisch auf Flächensignaturen und die unbunten Farben schwarz und weiß reduziert sind, geben sie wie keine andere Darstellung Grundprinzipien einer Bebauungsstruktur wieder.

Schwarzpläne erlauben aufgrund der Beharrlichkeit von Bebauungsstrukturen **Rückschlüsse** auf die städtische Gesamtstruktur, Alter von Stadtteilen, Machtsysteme, gesellschaftspolitisch beeinflusste Bauprogramme, historische Entwicklungsschritte, Organisationsprinzipien im Sinne der Stadt als Organismus, Bebauungsdichte und vieles mehr.

Darüber hinaus vermittelt der Schwarzplan augenblicklich ein **gesamtheitliches Bild** einer Stadt, während das Studium von Texten und Abbildungen mehr Zeit in Anspruch nimmt.

QUELLEN

Einwohnerzahlen (gerundet auf 10.000 Einwohner), Einwohnerdichte (gerundet auf 10 Einwohner/km²), Stadtfläche (bevorzugt nur Landfläche gerundet auf 10km²):

Wikipedia, Die freie Enzyklopädie. URL: <http://www.wikipedia.org> (zuletzt abgerufen: 19.2.2014)

Kartengrundlage:

Daten von OpenStreetMap Mitwirkenden (<http://www.osm.org>), verfügbar unter der ODbL (<http://opendatacommons.org/licenses/odbl/>)



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4.3

Notice for using output (Contents). Creating and Using a Produced Work does not require the notice in Section 4.2. However, if you Publicly Use a Produced Work, You must include a notice associated with the Produced Work reasonably calculated to make any Person that uses, views, accesses, interacts with, or is otherwise exposed to the Produced Work aware that Content was obtained from the Database, Derivative Database, or the Database as part of a Collective Database, and that it is available under this License.

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