
Allgemeine Lizenz- und Lieferbedingungen für Software (Juli 2024)

Präambel

Die HAVER NIAGARA GmbH (nachfolgend „HAVER NIAGARA“ genannt) hat die hiermit lizenzierte Software entwickelt und ist Eigentümer dieser Software. Der Lizenznehmer wünscht Lizenzrechte an der Software zu erwerben. HAVER NIAGARA ist bereit, dem Lizenznehmer Lizenzrechte an dieser Software gegen Zahlung von Lizenzgebühren zu den nachstehend aufgeführten Lizenzbedingungen einzuräumen.

1. Begriffsbestimmungen

Falls im Zusammenhang mit einem vorliegenden Vertrag nicht ausdrücklich etwas anderes angegeben ist, haben die nachstehenden Begriffe jeweils die ihnen nachstehend zugeschriebene Bedeutung:

1.1 “Lizenzierte Software” oder “Software” steht für die Softwareprogrammmodule wie im Angebot oder unter www.niaflow.com beschrieben.

1.2 “Revision Release” steht für eine aktuelle Ausgabe (Update) der lizenzierten Software, die Fehlerbehebungen beinhaltet. Sie wird von HAVER NIAGARA nach alleinigem Ermessen als Änderung der vierten Stelle in der Produktversions-Nummer [x.x.x.(x)] ausgewiesen.

1.3 “Build Release” steht für eine aktuelle Ausgabe (Update) der lizenzierten Software, die Fehlerbehebungen und kleinere Änderungen beinhaltet. Sie wird von HAVER NIAGARA nach alleinigem Ermessen als Änderung der dritten Stelle in der Produktversions-Nummer [x.x.(x).x] ausgewiesen.

1.4 “Minor Release” steht für eine aktuelle Ausgabe (Update) der lizenzierten Software mit funktionellen Erweiterungen. Sie wird von HAVER NIAGARA nach alleinigem Ermessen als Änderung der zweiten Stelle in der Produktversions-Nummer [x.(x). x.x] ausgewiesen.

1.5 “Major Release” steht für eine aktuelle Neuausgabe (Update) der lizenzierten Software mit wesentlichen Änderungen. Sie wird von HAVER NIAGARA nach alleinigem Ermessen als Änderung der ersten Stelle in der Produktversion-Nummer [(x).x.x.x] ausgewiesen.

1.6 “Basic und Mining” stehen für unterschiedliche Software-Produkte mit unterschiedlicher Ausstattung und für unterschiedliche Anwendungsbereiche.

1.7 “Servicepaket” steht für einen Softwarepflegevertrag, durch den der Lizenznehmer Zugang zu den aktuellen Ausgaben (Updates) der lizenzierten Software erhält. Darüber hinaus kann der Lizenznehmer im Rahmen des Servicepakets einen E-Mail Support in Anspruch nehmen.

1.8 “Designierte Hardware” steht für die Computer-Hardware und das Betriebssystem wie von HAVER NIAGARA vorgegeben, auf denen die Software zur Nutzung lizenziert ist.

1.9 „Lizenznehmer“ steht für den Käufer der Software.

1.10 „Spezifikation“ meint die im Angebot oder unter www.niaflow.com aufgeführte Beschreibung der Software mit ihren technischen Informationen und/oder Leistungen.

2. Lizenzgewährung

2.1 HAVER NIAGARA gewährt dem Lizenznehmer mit der Zahlung der Lizenzgebühr und vorbehaltlich dieser Bedingungen das nicht ausschließliche, nicht übertragbare und zeitlich auf die Dauer des Vertrages begrenzte Recht (Lizenz) zur Nutzung der lizenzierten Software und der Softwaredokumentation für interne Zwecke des Lizenznehmers, im Land des Lizenznehmers und auf der designierten Hardware (nachfolgend „Lizenz“ oder „Softwarelizenz“ genannt).

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2.2 Die Softwarelizenz ist für einen einzelnen Benutzer strukturiert. HAVER NIAGARA erlaubt dem Lizenznehmer die Installation der Software auf einem einzelnen Rechner pro Benutzer, ohne dabei an einen bestimmten Rechner gebunden zu sein. Für den Fall, dass die lizenzierte Software nach einer Anzahl von Parametern (wie z.B. Anzahl von Benutzern, Kunden, Sitzen, Servern, Einheiten, Workstations oder User Interfaces) strukturiert sein sollte, ist das Überschreiten der vorgegebenen Parameter nicht erlaubt, es sei denn, eine entsprechende Änderung der Lizenz wurde vom Lizenznehmer beantragt und von HAVER NIAGARA als Lizenzgeber genehmigt.

2.3 Jeder Lizenzneukauf ist an den Kauf eines separaten und zeitlich begrenzten Softwareservicepakets gekoppelt. Der Beginn und der Ablauf des Servicepakets richten sich somit nach dem Zeitpunkt der Lieferung der erworbenen Softwarelizenzen.

2.3.1 Die Laufzeit eines Servicepakets beträgt 12 Monate und muss alle 12 Monate erneuert werden. Der Lizenznehmer wird rechtzeitig über den Ablauf des Servicepakets informiert. Zur Erneuerung eines Servicepakets muss der Lizenznehmer einen neuen Vertrag über ein weiteres, zeitlich begrenztes Servicepaket (12 Monate) eingehen. Ein Teilerwerb des Servicepakets ist nicht möglich. Im Fall der Erneuerung eines Servicepakets wird jedoch keine weitere Lizenzgebühr im Sinne von Ziffer 2.1 und Ziffer 2.4 fällig.

2.3.2 Lizenznehmer, die das Servicepaket nicht verlängern, verlieren mit Ablauf des aktiven Servicepakets auch die Softwarelizenz. Dem Lizenznehmer wird jedoch eingeräumt, durch Bestellung eines Servicepakets die Softwarelizenz zu reaktivieren. Diese Möglichkeit besteht innerhalb von 24 Monaten nach Ablauf des Servicepakets bzw. der Softwarelizenz. Sollte der Lizenznehmer seine Softwarelizenz dementsprechend reaktivieren, erhebt HAVER NIAGARA eine Reaktivierungs-Gebühr für jeden Monat, den die Lizenz seit Ablauf des letzten Servicepakets nicht aktiviert war. Diese Reaktivierungs-Gebühr beträgt 1/24 vom aktuellen Preis (einsehbar unter www.niaflow.com) eines jährlichen Servicepakets pro Monat Deaktivierung. Im Fall der vorgenannten Erneuerung eines Servicepakets wird jedoch keine weitere Lizenzgebühr im Sinne von Ziffer 2.1 fällig. Nach Ablauf dieser vorgenannten Frist zur Reaktivierung von 24 Monaten besteht seitens des Lizenznehmers kein Anspruch mehr auf die Aktivierung eines Servicepakets und die erteilte Softwarelizenz ist abgelaufen. Sollte der Lizenznehmer nach diesem Zeitraum beabsichtigen, die Software erneut zu nutzen, so bedarf es ausdrücklich des Kaufs einer neuen Softwarelizenz gemäß Ziffer 2.4 zu den jeweils aktuellen Bedingungen möglich.

2.3.3 Der Lizenznehmer wird vom Ablauf der Fristen unter 2.3.1 und 2.3.2 vom HAVER NIAGARA via Email und/oder Message Box in der Software informiert.

2.4 Für Universitäten, Fachhochschulen und weitere wissenschaftliche Einrichtungen gewährt HAVER NIAGARA einen Forschungsrabatt auf den Preis für eine Softwarelizenz gegenüber dem Preis für eine kommerzielle Nutzung der Softwarelizenz. Rabattierte Softwarelizenzen dürfen nicht zu kommerziellen Zwecken eingesetzt werden. Setzt ein Lizenznehmer eine rabattierte Forschungs-Softwarelizenz zu einem kommerziellen Zweck ein, ist HAVER NIAGARA berechtigt, einen pauschalierten Schadensersatz in Höhe von 50% des Wertes des Projekts, für das die rabattierte Lizenz widerrechtlich eingesetzt wurde, geltend zu machen. Der Nachweis eines höheren oder niedrigen Schaden bleibt beiderseitig vorbehalten. Weitergehende Ansprüche und Rechte von HAVER NIAGARA bleiben unberührt.

2.5 Alle Rechte am Quellcode der Software stehen ausschließlich HAVER NIAGARA zu. Der Lizenznehmer hat keinerlei Anspruch auf Zugriff auf den Quellcode oder Herausgabe des Quellcodes.

3. Software Dritter

Die lizenzierte Software kann Freeware oder Shareware enthalten, die HAVER NIAGARA von Dritten bezogen hat. Von HAVER NIAGARA wurde für die Übernahme solcher Freeware oder Shareware keine Lizenzgebühr entrichtet und dem Lizenznehmer werden für deren Nutzung keine Lizenzgebühren berechnet. Der Lizenznehmer nimmt zur Kenntnis und ist damit einverstanden, dass HAVER NIAGARA bezüglich des Besitzes und/oder der Nutzung der Freeware oder Shareware seitens des Lizenznehmers keine Gewährleistung und keine Haftung übernimmt.

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In diesem Zusammenhang wird insbesondere auf den Anhang 1 dieser Allgemeinen Lizenz- und Lieferbedingungen für Software verwiesen.

4. Urheberrecht, Warenzeichen, Eigentum, Öffentlichkeitsarbeit

4.1 Alle Rechte, Titel und Rechtsansprüche in Bezug auf die lizenzierte Software (und Teile derselben) und der Softwaredokumentation (und Teile derselben) verbleiben mit Ausnahme der in diesen Bedingungen ausdrücklich eingeräumten Nutzungsrechte gänzlich bei HAVER NIAGARA oder deren Drittlizenzgeber. Der Lizenznehmer nimmt zur Kenntnis, dass ihm außer den im Rahmen dieser Bedingungen ausdrücklich eingeräumten Rechte keinerlei über diese vertraglichen Bestimmungen hinausgehenden Rechte in Bezug auf die lizenzierte Software und Softwaredokumentation zustehen und HAVER NIAGARA behält sich an der Software alle Rechte vor.

4.2 Gemäß vorliegenden Bedingungen ist der Lizenznehmer nicht berechtigt, Warenzeichen der Firma HAVER NIAGARA, deren Drittlizenzgeber oder andere Warenzeichen, die diesen zum Verwechseln ähnlich sind, ohne ausdrückliche schriftliche Zustimmung von HAVER NIAGARA zu verwenden. Ziffer 4.7 bleibt unberührt.

4.3 Der Lizenznehmer hat alle Erklärungen und Vermerke (einschließlich Urheberrechts- und Warenzeichenvermerke), die in der lizenzierten Software und/oder der Softwaredokumentation enthalten sind, in allen Exemplaren der lizenzierten Software und/oder der Softwaredokumentation in gleicher Form und gleicher Weise, wie sie ihm von HAVER NIAGARA zugehen, zu erhalten.

4.4 Der Lizenznehmer ist verpflichtet, die lizenzierte Software und die Softwaredokumentation gesichert aufzubewahren, so dass ein unberechtigter Zugang bzw. unzulässiges Kopieren verhindert wird. Den Lizenznehmer ist es untersagt, technische Maßnahmen zum Schutz der lizenzierten Software zu umgehen. Er hat angemessene Bemühungen zu unternehmen, um die Eigentums- bzw. Schutzrechte von HAVER NIAGARA und diejenigen der (des) Lizenzgeber(s) von HAVER NIAGARA in Bezug auf die lizenzierte Software und die Softwaredokumentation zu wahren.

4.5 Der Lizenznehmer ist nicht berechtigt die lizenzierte Software und/oder Softwaredokumentation außer in dem vertraglich oder nach zwingendem Recht zulässigen Umfang zu kopieren, zu übersetzen, zu modifizieren, abgeleitete Arbeiten herzustellen, zu zerlegen, rückzuentwickeln, zu dekompileieren oder sonst wie zu nutzen. Die eingeräumte Lizenz darf nur für den Zweck des zwischen den Parteien bestehenden Vertrages bestimmungsgemäß genutzt werden und schließt sämtliche andere Nutzungen aus. Der Lizenznehmer hat außerdem nicht das Recht, Rechte an der lizenzierten Software und die Software selbst an Dritte zu übertragen, zu verleasen, zu vermieten, zu verleihen, zu verpfänden, oder in anderer Form über die lizenzierte Software zu verfügen.

4.6 HAVER NIAGARA ist zu Werbungszwecken befugt, öffentlich über die Geschäftsbeziehung zwischen HAVER NIAGARA und dem Lizenznehmer zu berichten, wenn HAVER NIAGARA die vorherige schriftliche Zustimmung des Lizenznehmers erhalten hat, z.B. in Form von Presseinformationen, Homepage-News, Flyern oder öffentlichen Vorträgen. HAVER NIAGARA verpflichtet sich, dabei alle im Zusammenhang mit der Lizenznahme ihr bekannt gewordenen Firmengeheimnisse des Lizenznehmers zu wahren. HAVER NIAGARA sichert zu, alle Werbe- und PR-Interessen des Lizenznehmers bei jedweder Veröffentlichung angemessen zu berücksichtigen.

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5. Gewährleistung – Mängel der Software oder Dokumentation

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Für Mängel, d. h. Abweichungen der Software von der dazugehörigen Dokumentation (nachfolgend „Mangel“ genannt) oder der Dokumentation, die innerhalb der Verjährungsfrist nach Ziffer 5.4 auftreten und deren Ursache bereits im Zeitpunkt der Überlassung der Software bzw. Dokumentation vorlag, haftet HAVER NIAGARA wie in dieser Ziffer 5 geregelt.

5.1 HAVER NIAGARA gewährleistet, dass die Funktionsweise der lizenzierten Software im Wesentlichen der Spezifikation der Software entspricht. HAVER NIAGARA gewährleistet nicht, dass die lizenzierte Software den Anforderungen des Lizenznehmers entspricht und übernimmt keine Gewährleistung für technische Einzelheiten oder die Eignung der Software für einen bestimmten Zweck, sofern in der Spezifikation der Software nichts anderes bestimmt ist. In der Spezifikation der Software oder sonstigen Dokumentation festgelegte Spezifikationen stellen keine Garantien dar, es sei denn, sie sind ausdrücklich als solche bezeichnet. Der Lizenznehmer wird darauf hingewiesen, dass nach dem gegenwärtigen technischen Entwicklungsstand Fehler in Software nicht völlig ausgeschlossen werden können.

5.2 Bei Vorliegen eines Gewährleistungsfalls wird HAVER NIAGARA nach eigener Wahl Mängel der Software durch Fehlerbehebung, Ersatzbeschaffung, Updates oder Releases einer neuen Version der Software beheben. HAVER NIAGARA stehen grundsätzlich zwei Versuche zur Nachbesserung zu. Gelingt es HAVER NIAGARA nicht, einen Mangel innerhalb eines angemessenen Zeitraums zu beseitigen, ist der Lizenznehmer zur Reduzierung der Vergütung („Minderung“) berechtigt. Sollte es sich um einen wesentlichen Mangel handeln, ist der Lizenznehmer statt zur Minderung auch zum Rücktritt berechtigt. Ansprüche des Lizenznehmers auf Schadensersatz bzw. Ersatz vergeblicher Aufwendungen bestehen nur nach Maßgabe der Ziffer „Haftung“ und sind im Übrigen ausgeschlossen.

5.3 Bevor der Lizenznehmer Nacherfüllung verlangen kann, muss er zur Mangelbeschreibung alle ihm zur Verfügung stehenden Diagnosehilfsmittel – einschließlich telefonischer Unterstützung durch HAVER NIAGARA – eingesetzt und das Ergebnis HAVER NIAGARA in auswertbarer Form mitgeteilt haben. Fehlermeldungen sind zu protokollieren und die Systemzustände sind zu beschreiben.

5.4 Ansprüche des Lizenznehmers bei Mängeln gemäß Ziffer 5 verjähren innerhalb von 12 Monaten ab Installation der Software. Ansprüche und Rechte bei Mängeln entfallen, wenn die Lieferungen und Leistungen durch den Lizenznehmer oder Dritte verändert, unsachgemäß installiert, gewartet, repariert, benutzt oder Umgebungsbedingungen ausgesetzt werden, die nicht den Installationsanforderungen entsprechen, es sei denn, der Lizenznehmer weist nach, dass diese Umstände nicht ursächlich für den gerügten Mangel sind.

5.5 Ergibt die Überprüfung einer vorangegangenen Fehleranzeige, dass ein Gewährleistungsfall nicht vorliegt, werden die Kosten der Überprüfung und Reparatur an den Lizenznehmer nach Aufwand berechnet. Eine Funktionsbeeinträchtigung der Software, die aus Hardwaremängeln, Umgebungsbedingungen, Fehlbedienungen u.ä. resultiert, ist kein Mangel.

5.6 HAVER NIAGARA übernimmt keine Verantwortung für die Fehlerfreiheit und Genauigkeit der bereitgestellten Informationen oder der Software oder der errechneten Ergebnisse/Leistungsdaten der Software. Diese Informationen oder berechneten Ergebnisse/Leistungsdaten dienen ausschließlich als Richtwerte. Die Software zeigt Ergebnisse/Leistungsdaten für Zerkleinerungsversuche mit von Kunden zur Verfügung gestellten Proben oder von Herstellern veröffentlichten Parametern. Die endgültigen und tatsächlichen Leistungsdaten, wie z.B. Maschinenkapazität oder Leistung, können sich aufgrund von Abweichungen der Betriebs- und Arbeitsbedingungen und der verwendeten Ausrüstung ändern.

6. Preise und Zahlungsbedingungen; Lieferung

6.1 Die Preise für die Softwarelizenz und dem Servicepaket ergeben sich aus der Preisliste unter www.niaflow.com oder einem individuellen Angebot. Alle Preise verstehen sich als Softwaredownload zuzüglich der jeweils geltenden gesetzlichen Umsatzsteuer.

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6.2 Zahlungsbedingungen für die Software und Servicepaket: 100% im Voraus, es sei denn, es ergeben sich Änderungen durch ein individuelles Angebot.

6.3 Der Lizenznehmer kann nur mit solchen Forderungen aufrechnen, die unbestritten oder rechtskräftig festgestellt sind.

6.4 HAVER NIAGARA stellt ggf. zu den jeweils gültigen Listenpreisen – sofern vom Lizenznehmer beauftragt – folgende Leistungen gesondert in Rechnung:

6.4.1 Unterstützung bei der Inbetriebnahme der Software beim Lizenznehmer vor Ort.

6.4.2 Unterstützung beim Lizenznehmer vor Ort bei der Analyse und Beseitigung von Störungen, die durch unsachgemäße Handhabung oder durch sonstige nicht in der Software liegende Umstände entstanden sind, oder über die der Lizenznehmer HAVER NIAGARA nach Ablauf der Verjährungsfrist nach Ziffer 5.4 schriftlich informiert hat.

6.4.3 Individuelle Schulungen und Beratungen.

6.5 Auf die Gewährung von Rabatten, siehe 2.4, besteht kein Anspruch.

6.6 Nach Registrierung auf NIAflow.com kann die Software heruntergeladen und installiert werden. Nach Zahlungseingang wird die Softwarelizenz während des Neustarts von NIAflow vom Lizenzserver abgeglichen.

7. Steuern und Gebühren

Umsatzsteuern sowie alle weiteren Steuern, Zölle, Bankkosten, Gebühren, Abgaben und ähnliche Gebühren, welche fällig werden könnten außerhalb der Bundesrepublik Deutschland für die Software-Lizenz und das Servicepaket sind nicht Teil des angegebenen Preises und müssen vom Käufer getragen und bezahlt werden.

8. Technische Voraussetzungen

8.1 Hardware: minimale Bildschirm Auflösung ist 1280 x 800

8.2 Software: Microsoft Windows 10 und höher, Microsoft Framework 4.8

8.3 HAVER NIAGARA empfiehlt, dass die designierte Hardware ständig mit dem Internet verbunden ist. Zur einwandfreien Nutzung des Service Pakets ist aber auf jeden Fall eine Verbindung mit dem Internet mindestens einmal innerhalb von 30 Tagen nötig.

9. Haftung

9.1 Sofern gemäß Ziffer 10.1 das deutsche Recht zur Anwendung kommt, gilt folgendes:

9.1.1 Ungeachtet anderslautender Bestimmungen in diesen Bedingungen ist HAVER NIAGARA nicht haftbar für entgangenem Gewinn, Nutzungsausfall, Produktionsausfall, Kosten für Stillstandzeiten, Vertragseinbußen oder Folgeschaden oder indirekten Schaden. Dies beinhaltet ebenfalls, ist jedoch nicht beschränkt auf, den Verlust von Daten, auch wenn HAVER NIAGARA auf die Möglichkeit solcher Verluste bzw. Schäden hingewiesen worden ist. HAVER NIAGARA haftet demzufolge nicht für den Verlust von Daten und/oder Programmen, Datenbanken etc. durch den Einsatz der Software, insbesondere wenn der Schaden darauf beruht, dass es der Lizenznehmer unterlassen hat, Virenabwehr oder Datensicherungen durchzuführen und dadurch sicherzustellen, dass verloren gegangene Daten, etc. wiederhergestellt werden können.

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9.1.2 Dieser Haftungsausschluss gilt nicht bei Vorsatz oder grober Fahrlässigkeit oder bei schuldhafter Verletzung von Leben, Körper oder Gesundheit. Er gilt weiterhin nicht bei schuldhafter Verletzung wesentlicher Vertragspflichten oder Kardinalspflichten. Eine Kardinalspflicht im Sinne dieser Bestimmung ist eine Pflicht von HAVER NIAGARA, deren Erfüllung die ordnungsgemäße Durchführung der Vertragsbeziehung zwischen den Parteien erst möglich macht, der Verletzung die Erreichung des Vertragszwecks gefährdet und auf deren Einhaltung der Lizenznehmer regelmäßig vertraut. Im Falle der leicht fahrlässigen Verletzung wesentlicher Vertragspflichten oder Kardinalspflicht haftet HAVER NIAGARA nur für den vertragstypischen, vernünftigerweise vorhersehbaren Schaden. Der Haftungsausschluss gilt ferner nicht in den Fällen, in denen nach Produkthaftungsgesetz gehaftet wird. Er gilt auch nicht bei Schäden aufgrund arglistiger Täuschung oder im Rahmen besonderer Garantiezusagen. Die Regeln über die Beweislast bleiben hiervon unberührt.

9.2 Sofern gemäß Ziffer 10.2 das Schweizer Recht zur Anwendung kommt, gilt folgendes:

9.2.1 Ungeachtet anderslautender Bestimmungen in diesen Bedingungen haftet keine Partei gegenüber der anderen Partei für Folgeschäden, exemplarische, indirekte, besondere oder beiläufig entstandene Schäden (einschließlich, aber nicht beschränkt auf Produkt-, Gewinn- oder Umsatzverluste), gleichgültig, ob diese aus Gesetz, unerlaubter Handlung oder verschuldensunabhängiger Haftung resultieren oder aus oder in Verbindung mit den Vorschlägen oder einer Haftung gegenüber Dritten, selbst wenn eine Partei auf die Möglichkeit solcher Schäden hingewiesen wurde.

9.2.2 Dieser Haftungsausschluss gilt nicht bei Vorsatz oder grober Fahrlässigkeit sowie bei der Verletzung von Personen durch eine HAVER NIAGARA zuzurechnende fahrlässige Handlung oder soweit das Gesetz zwingend etwas anderes bestimmt

10. Gerichtsstand und Allgemeine Geschäftsbedingungen

10.1 Geschäfte zwischen deutschen Geschäftspartnern bei einem reinen Binnensachverhalt

10.1.1 Alleiniger Gerichtsstand ist, wenn der Lizenznehmer Kaufmann ist, das Amtsgericht Münster.

10.1.2 Für alle Rechtsbeziehungen zwischen HAVER NIAGARA und dem Lizenznehmer gilt im Fall eines reinen Binnensachverhalts ausschließlich das für die Rechtsbeziehungen inländischer Parteien untereinander maßgebliche Recht der Bundesrepublik Deutschland.

10.2 Geschäft zwischen HAVER NIAGARA und internationalen Geschäftspartnern

10.2.1 Alle Streitigkeiten, die sich aus oder im Zusammenhang mit dieser Vereinbarung ergeben, werden nach der Schiedsgerichtsordnung der Internationalen Handelskammer von einem oder mehreren Schiedsrichtern entschieden, die gemäß den genannten Regeln ernannt werden. Das Schiedsgericht tagt in Düsseldorf. Die Sprache für Schiedsverfahren ist Englisch.

10.2.2 Diese Vereinbarung unterliegt dem Schweizer materiellen Recht. Die Anwendung des Übereinkommens über Verträge über den internationalen Warenkauf (CISG) wird ausgeschlossen.

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Anhang 1 zu „Allgemeine Lizenz- und Lieferbedingungen für Software“: Software von Drittanbietern, die von der NIAflow-Client-Software verwendet wird

log4net by The Apache Software Foundation

Apache License 2.0

SPDX identifier

Apache-2.0

License text

Apache License

Version 2.0, January 2004

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