

**s o f i a**

# **License Agreement**

*WaveMedia – Video Handler*

# Document Control

Editor	Date	Update
Calum Armstrong	18/02/2015	Created Draft Agreement
Calum Armstrong	20/02/2015	Amended Terms in line with clients requests
Calum Armstrong	23/02/2015	Amended Terms in line with clients requests
Calum Armstrong	23/02/2015	Amended pricing and added product specification

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# **Licence Agreement**

## **1.0 Agreement**

This Licence Agreement shall be entered into by sofia SOFTWARE SOLUTIONS (hereinafter referred to as “the provider”) and WaveMedia (hereinafter referred to as “the client”) on the twenty forth of February of the year two thousand and fifteen (24<sup>th</sup> Feb 2015).

## **2.0 Definitions**

- I) “The service” shall hereinafter mean the provision of code in the form of Java video and audio media handlers, written by the provider, to the client.
- II) “The code” shall hereinafter mean the code provided to the client by the provider as part of the service.
- III) “Use” shall hereinafter mean (i) the direct inclusion or implementation of the code by the client (ii) an obvious replication of the code or using it as reference material to produce new code of identical or very similar functionality

## **3.0 Scope**

This Agreement will establish a licence Agreement regarding use of the code, authored by the provider, in any program written in majority by the client for the purpose of private use or sale and distribution. By entering into this contract the provider agrees to grant a licence to the client for the use of the code, and allow the closed source redistribution of any program not exclusively containing said code. The client agrees to pay the provider a monetary sum for this license.

## **4.0 License Terms**

By entering into this contract both parties agree to the following terms.

### **4.1 Non-Disclosure**

Both parties agree not to disclose the price paid for the service without the advance written consent of the other party except in the following instances:

- a. The submission of business or financial reports to the University of York as part of the Software Engineering assignment.
- b. In accordance with standard confidentiality agreements whereby if it is believed that somebody may come of harm as a result of the confidential information.
- c. A written request is made for this information for the purpose of pursuing a future business agreement between the provider and another party (hereinafter referred to as “the other party”). In this instance, written notification must be sent to a representative of the client (this may be in the form of email) informing them that this information has been requested and is being shared. Confidential information shared for the purpose of pursuing a future business contract with the other party must be held by, at minimum, this same non-disclosure agreement between the provider and the other party.

### **4.2 Functionality and Specification**

The code should be capable of each and every feature defined in the Attached Specification

### **4.3 Pre-License Reviews**

The provider agrees to allow the client, at minimum, weekly access to the code as it is being authored in order to assess progress or in an attempt to reach amiable agreements concerning features of the code that may benefit both parties. It is the client’s responsibility

to arrange this access, and is required of the provider to make reasonable effort to accommodate these meetings. This clause does not restrict the provider in arranging a meeting with the client regarding the code themselves; however the client is not required by this Agreement to attend any meeting proposed by the provider.

#### **4.4 Format of Code**

The provider agrees that the code should be formatted in accordance with Oracle's Java Code Conventions, September 12, 1997.

#### **4.5 License Fee**

The client agrees to pay the provider a Licence fee of three thousand pounds (£3000), split into 3 monetary payments:

- a. £750 due within three days of this Agreement being signed
- b. £1,500 due within three days of the transfer of the code
- c. £750 due within 3 days of:
  - i. The warranty period expiring.
  - ii. The voiding of the warranty period by the client.

#### **4.6 Integration Aid**

The provider agrees to up to 5 hours of free workmanship provided to the client in the form of a software engineer working for the provider to aid with the integration of the code to the clients program (hereinafter known as "integration aid").. It is the client's responsibility to arrange this help during the warranty period outlined below, and is required of the provider to make reasonable effort to accommodate these arrangements.

#### **4.7 Pre-Licence Testing**

Before the code is first transferred to the client the provider agrees to run sufficient tests to assure a high quality of code, without error.

#### **4.8 Date of Transfer**

The provider agrees to author the code in its entirety ready for transfer to and use by the client on the fifteenth of April of the year two thousand and fifteen (15<sup>th</sup> April 2015).

#### **4.9 Licence Term**

This license will be effective until the provider terminates this agreement due to the client's failure to comply with any of its terms and conditions.

#### **4.10 Right to a Fair Price**

The provider agrees that an agreement equivalent to this Agreement, where a licence for code that is 75% or more identical to the code being licenced in this agreement is granted, shall not be entered into within a year of this contract being signed with any other party, whereby the monetary price for the service provided is less than in this Agreement, without providing the client with a compensation payment equal to the difference in the amount paid for the services between said agreements.

#### **4.11 Copyright notice**

The client agrees that the nominal first 6 lines within the code shall never be edited. This section of code is enclosed by the markers "/\*" and "\*/" defining it as a comment in the coding language used, and it is noted that by opening the code in a program where the number of lines taken up by this section of code is not 6 does not give the client the right to edit this section.

**4.12 Entitlement of profit from redistribution**

The provider agrees that the code may be redistributed and acknowledges that profit or loss may be made by the client from the code but that the provider is not entitled to or responsible for this.

**4.13 Open Source Redistribution**

The client agrees never to redistribute the code as part of any open source program. If the client wishes to distribute a product containing said code as open source the code provided by the provider must be withheld from the distribution package.

**4.14 Exclusive Redistribution**

The client agrees that the code shall only be redistributed as part of a larger program and is never to be redistributed by the client exclusively.

**4.15 Fair Referencing of the provider**

The client agrees that within any documentation concerning the code or functionality of the code the provider will be reasonably referenced as the author of the code.

**4.16 Non-Exclusivity**

The client acknowledges that by purchasing this licence from the provider, it does not grant them exclusive use of the code.

**4.17 Illegal Activity**

The client may not use, or knowingly allow the use of the code for any illegal activity as defined by the laws of whichever country or state the client is at that time residing.

**4.18 Major Modifications**

The client agrees to inform the provider of any major edits made to the code that may improve or alter its functionality. This includes, but is not limited to:

- a. Change of structure.
- b. New method implementation.

**4.19 Minor Modifications**

The provider agrees that minor edits to the code made for integration purposes need not be communicated by the client and that these edits are tolerated by the licence being bought under this contract by the client. This includes, but is not limited to:

- a. Change of variable name(s).

**4.20 Ownership**

The client acknowledges that title and ownership of the code shall remain with the provider.

**5.0 Warranty**

In the event that there is an error or “bug” in the code, both parties agree to the following arrangements and responsibilities for repair.

**5.1 Definition**

Both parties agree that an “error” or “bug” is either an issue that results in the code not functioning as required by the specification attached to this document when implemented as it is designed to be, or an error in code formatting.

## **5.2 Warranty Period**

The provider agrees to provide the client with a 10 day warranty period upon transfer of the code to the client.

## **5.3 Responsibility to Report**

The client agrees to report all errors found within the code to the provider within 3 days of being discovered during the warranty period.

## **5.4 Responsibility to Repair**

The provider agrees to repair any bugs found in the code, reported within the warranty period, within 5 days of being notified, and supply the client with an updated version of the code.

## **5.5 Compensation**

The provider agrees to compensate the client to the value stated below for each bug identified by the client:

- a. 1% of licence price for 1-5 bugs.
- b. 3% of licence price for 6-10 bugs.
- c. 5% of licence price for 10+ bugs.

## **5.6 Right of Termination**

Both parties agree that each reserve the right to terminate the contract if more than 15 bugs have been reported. In this case the licence fee paid by the client to the provider should be returned to the client and all rights granted in this licence to use the code shall be revoked.

## **5.7 Integration Aid**

If the error identified within the code affects the integration of the code to the clients program, then the provider must ensure that the client is provided with up to 5 hours of integration aid for the latest version of code regardless of any integration aid previously provided.

## **5.8 Void of Warranty**

The client accepts that any warranty held with the provider will become null and void if:

- a. The client edits the code in any way without prior authorisation from the provider as it cannot be guaranteed that an error is not due to the edit made by the client
- b. The client publishes or distributes any or all of the code during the warranty period, even in accordance with this contract, as this will be deemed as acceptance of the code "AS IS."

## **5.9 Post License Testing**

The client accepts that it is their responsibility to sufficiently test the code during the warranty period as the provider shall not be responsible for any errors found in the code after this period.

## **5.10 Liability waiver**

The client acknowledges that the provider will accept no responsibility and will not be liable for any direct or indirect damage or loss caused as a result of a bug in the code that was not highlighted during the warranty period provided, or due to the use of code that the client knows contains a bug.



## **6.0 Mediation**

All disputes under this Agreement that cannot be resolved by the parties shall attempt to be resolved by a mutually chosen mediator before any court proceedings are undertaken.

## **7.0 Amendments**

Both parties agree that this Agreement may be amended at any point as long as the amendment is made in writing and signed by both parties. Any amendment made will have no effect on this Agreement unless explicitly stated in the amendment document.

## **8.0 Breach of Contract**

Breach of any of these clauses by the client will result in a revocation of the permission granted to the client by the provider for the use of the code. In this case the provider reserves the right to terminate the Contract.

## **9.0 Applicable Law**

This Agreement shall be governed by the laws of the UK.

## **10.0 Signatories**

This Agreement shall be signed on behalf of sofia SOFTWARE SOLUTIONS by Alex Cash - Project Manager. This Agreement shall be signed on behalf of WaveMedia by Jonathan O'Donnell - Project Manager.

This Agreement shall be witnessed by: *STUART PONN*

This Agreement shall be witnessed by: *PAUL MITCHELL*

Alex Cash, sofia SOFTWARE SOLUTIONS - Project Manager

*Alex Cash* Date: *24/2/15*

Jonathan O'Donnell, WaveMedia - Project Manager

*Jonathan O'Donnell* Date: *24/02/2015*

Witness: *STUART PONN*

*Stuart Ponn* Date: *24-2-15*

Witness: *PAUL MITCHELL*

*P. Mitchell* Date: *24/2/15*

# **Attached Specification**

## **Video Handler**

- Must support .mp4 video files.
- Must allow video to be embedded into a window.
- Must allow video to be played in full-screen.
- Must provide programmatic controls to play, pause, stop and restart videos, control their volume, and adjust playback position.
- Must provide some form of optional graphic interface to play, pause, stop and restart videos, control their volume, and adjust playback position.
- Must provide an option to enable video clips to loop.