

# Doubango Licensing Agreement v3.1

**THIS LICENSE GOVERNS USE OF THE ACCOMPANYING SOFTWARE (“SOFTWARE”). IF YOU USE THE SOFTWARE, YOU ACCEPT THIS LICENSE. IF YOU DO NOT ACCEPT THE LICENSE, DO NOT USE THE SOFTWARE.**

This License Agreement is between you (“Customer”) and Doubango Telecom and governs your use of our softwares or any material. By purchasing, downloading, installing or reproducing the “Software”, you are consenting to be bound by this agreement.

## 1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under France copyright law.

“Software” is any material related to Doubango.

“Material” could be source code, installer, compiled binaries, documentation, or test results produced by us.

“Derivative Work” is a work based on or derived from Doubango.

“You” is any person or company that distributes a portion of this software.

“We” or “us” means Doubango copyright holders

## 2. Conditions and Limitations

- A. This license is **per developer seat** and includes first year of support and maintenance.
  - 1. You are not authorized to redistribute the source code of the “Software” under non-GPL terms.
  - 2. You may make modifications, derivative works, enhancements or extensions to the “Software” provided to you under the terms set forth in this section.
  - 3. You are authorized to redistribute the binaries and the derivative work under your own licensing terms.
  - 4. This license does not allow the Customer to use the patented codecs: MPEG-family, AMR and G.729.
  - 5. If Doubango Telecom is sold, acquired or merged the Customer is authorized to continue to use the Software under the same terms.
  - 6. If the Customer is sold, acquired or merged the new entity is authorized to continue to use the Software under the same terms.
- B. A license fee must be paid for each developer seat prior to any distribution.
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- H. The patent rights, if any, granted in this license only apply to the SOFTWARE, not to any derivative works you make.
- I. Your rights under this license end automatically if you breach it in any way.

### **3. Confidentiality**

Each of the Parties acknowledges that, in connection with this Agreement and its Purpose, it may obtain information which is of a confidential and proprietary nature ("Confidential Information").

The receiving Party shall at all times, both during the Term of this Agreement and for a period of at least two (2) years after its expiration or termination, keep in confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the Party disclosing Confidential Information ("Disclosing Party") under this Agreement.

The receiving Party, upon termination of this Agreement and upon the Disclosing Party's written request, will promptly return to the receiving Party all Confidential Information (including copies thereof) in the receiving Party's possession, custody or control.

The receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement: (i) shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person and (ii) shall abide by the obligations set forth in this Agreement.

The obligations of confidentiality set forth herein shall not apply to information which (a) has entered the public domain, except where such entry is the result of breach of this Agreement by the receiving Party; (b) prior to disclosure hereunder was already rightfully in the receiving Party's possession; or (c) subsequent to disclosure hereunder is obtained by the receiving Party on a non-confidential basis from a third party who has the right to disclose such information to the receiving Party. Receiving Party may disclose Confidential Information as required pursuant to a court order, provided that the receiving Party shall notify the disclosing Party of its receipt of such order prior to disclosure.

The receiving Party shall not disclose, advertise, or publish either the existence, the subject matter, any discussions relating to, or any of the terms and conditions, of this Agreement (or any summary of any of the foregoing) to any third party without the prior

written consent of the Disclosing Party. Any press release, publication, advertisement or public disclosure regarding this Agreement is subject to both the prior review and the written approval of both Parties.

#### 4. Third-parties libraries

The software contains third-parties libraries compatible with commercial and closed-source applications. It's up to the customer to comply with each third-party license.

The commercial version of the software contains:

Name	Version	License	Dependency
<a href="#">FFmpeg</a>	GIT 1.2	LGPL	optional
<a href="#">iLBC</a>	1.0	GIPS Public License	optional
<a href="#">libgsm</a>	1.0-pl13	BSD	optional
<a href="#">libogg</a>	1.1.4	BSD	optional
<a href="#">libsrtp</a>	1.4.2	BSD-based	optional
<a href="#">libtheora</a>	1.1.1	BSD	optional
<a href="#">libvpx</a>	1.1.0	BSD	optional
<a href="#">libvorbis</a>	1.2.3	BSD	optional
<a href="#">libyuv</a>	SVN r321	BSD-style	<b>mandatory</b>
<a href="#">Opencore-AMR</a>	0.1.2	Apache license 2.0	optional
<a href="#">OpenSSL</a>	0.9.8m	Apache-style license 2.0	optional
<a href="#">OpenH264</a>	GIT v1.1	BSD	optional
<a href="#">Ragel output</a>	6.7	Doubango License	<b>mandatory</b>
<a href="#">SimpleXML</a>	2.3.4	Apache license 2.0	<b>mandatory</b>
<a href="#">Speex</a>	1.2	Revisited BSD	<b>mandatory</b>
<a href="#">Swig output</a>	SVN r12023	Doubango License	<b>mandatory</b>
<a href="#">WebRTC audio processing</a>	SVN r2512	BSD	optional

The complete list is available at <http://www.doubango.org/licensing.html>

Your contact information (Please print clearly):

Your name: Your company's name (if applicable): Mailing address: Telephone, Fax and Email: Your signature:
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Date:

To deliver these terms to us, scan and email, or fax a signed copy to us using the email address or fax number set out on the appropriate project website.