

Third Party Code in Digital Samba Products

Last modified: 26 May, 2023 - This policy is effective as of the “last modified” date. By continuing to use the Services, you acknowledge acceptance of these changes. Prior versions of this policy can be found [here](#).

Changes: Fixed reference to Section 6.5 (Your Modifications) because numbering changed.

This is a supplement to the [Digital Samba Customer Agreement](#) (the “**Agreement**”) and is thereby included in the Agreement. Any capitalised terms used but not defined below derive their meanings from the Agreement.

1. Purpose

The Products contain code and libraries that we license from third parties. Some of these licences require us to impose certain terms on you.

2. Open Source Software in the Products

The Products include components subject to the terms and conditions of “open source” software licences. To the extent applicable, we will identify open source software included in a Product in or through the Product itself. Some of these licences require us to provide the open source software to you on the terms of the open source licence instead of the terms of the Agreement. In that case, the terms of the open source licence will apply, and you will have the rights granted in such licences to the open source software itself, such as access to source code, right to make modifications, and right to reverse engineer. Notwithstanding the foregoing, if you are using the Products in the form provided to you, in accordance with your permitted Scope of Use, with no distribution of software to third parties, then none of these open source licences impose any obligations on you beyond what is stated in the Agreement.

3. Combining the Products with Open Source Software

A requirement of some open source licences, sometimes known as “copyleft licences,” is that any modifications to the open source software, or combinations of the open source software with other software (such as by linking), must be made available in source code form under the terms of the copyleft licence. Examples of copyleft licences include the GPL or LGPL, Affero, CPL, CDDL, Eclipse or Mozilla licences. Digital Samba and you acknowledge the following third-party licence terms with regards to the Products:

- Source code from the FFmpeg project (LGPLv2.1) can be downloaded [here](#).
- Source code from the Janus WebRTC Server (GPLv3.0) can be downloaded [here](#).

To the extent you are separately authorised by Digital Samba to combine and distribute Products with any other code, you must make sure that your use does not: (i) impose, or give the appearance of imposing, any condition or obligation on us with respect to our Products (including, without limitation, any obligation to distribute our Products under an open source licence); or (ii) grant, or appear to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in our Products. To be clear, you may not combine or otherwise modify our Products unless we expressly give you the right to do so under this Agreement.

4. Commercial Third Party Code in the Products

The Products also include components that we license commercially from third parties (“**Commercial Components**”). For the avoidance of doubt, all of the restrictions for the Products in the Agreement also apply to Commercial Components. Commercial Components are also subject to some additional requirements as set forth below:

- 4.1. You may use Commercial Components only in conjunction with, as part of, and through the Products as provided by Digital Samba. You may not install, access, configure or use any Commercial Components (including any APIs, tools, databases or other aspects any Commercial Components) separately or independently of the rest of the Product, whether for production, technical support or any other purposes, or otherwise attempt to gain direct access to any portions of the Commercial Components, or permit anyone else (including your customers) to do any of these things.
- 4.2. Some Commercial Components may include source code that is provided as part of its standard shipment. Commercial Component source code will be governed by the terms for Commercial Components in this supplement and not the provisions in Section 6.5 (“**Your Modifications**”) of the Agreement. Accordingly, notwithstanding any other terms of the Agreement, you may not modify any Commercial Components. You will be financially responsible to the applicable third party licensor (“**Commercial Component Licensor**”) for all damages and losses resulting from your or your Authorised User’s breach of this Section. You may not “benchmark” or otherwise analyse performance information for individual Commercial Component elements.
- 4.3. You understand that the applicable Commercial Component Licensor retains all ownership and intellectual property rights to the Commercial Component. Commercial Component Licensors (and any other third party licensors of any components of the Products) are intended third party beneficiaries of the Agreement with respect to the items they license and may enforce the Agreement directly against you. However, to be clear, Commercial Component Licensors do not assume any of Digital Samba’s obligations under the Agreement.