

## Apple's Audio Units Logo License Agreement for Hosting Applications

This Audio Units Logo License Agreement (“Agreement”) is entered into by and between Apple Computer, Inc. at 1 Infinite Loop, Cupertino, California 95014, USA (“Apple”) and the company listed below (“Licensee”) and is effective as of the date signed by Licensee (“Effective Date”), subject to Apple’s confirmed receipt of this Agreement.

### Licensee Information

Licensee Company

Name: \_\_\_\_\_

Individual Apple should contact

regarding this Agreement: \_\_\_\_\_

Licensee Company Address: \_\_\_\_\_

City/State/Country: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Web Address: \_\_\_\_\_

1. Upon acceptance of this Agreement, Apple grants Licensee, during the term of this Agreement, a limited, non-exclusive, non-transferable, royalty-free, worldwide license to use Apple’s “Audio Units” graphic design (“Logo”) on and in connection with the sale, promotion and advertising of Licensee’s Product identified in Exhibit A (“Product”), provided that Licensee complies with all of the following:
  - (a) The terms of this Agreement;
  - (b) Guidelines for Using Apple Trademarks and Copyrights as may be amended from time to time, found at:  
<http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>
  - (c) The Audio Units Logo Usage Guidelines, as may be amended from time to time found at <http://developer.apple.com/mkt/swl/agreements.html> (the Audio Units Logo Usage Guidelines and the Guidelines for Using Apple Trademarks and Copyrights shall collectively be referred to as “the Guidelines”);
  - (d) Release of the Product within sixty (60) days of Apple’s receipt of this Agreement.
2. This Agreement is valid for five years from the Effective Date, unless otherwise terminated.

3. The Logo is a trademark owned solely and exclusively by Apple, and Licensee acknowledges the value of the goodwill associated with the Logo and agrees that any goodwill from Licensee's use of the Logo exclusively inures to the benefit of and belongs to Apple. Licensee has no rights of any kind in the Logo, except to the extent granted by this Agreement. Licensee agrees that this license does not grant to Licensee any rights with respect to any other Apple trademarks. Licensee will not do anything inconsistent with Apple's ownership of the Logo, such as filing any trademark application for an identical or similar logo anywhere in the world, now or in the future. Licensee will not use the Logo in any manner that suggests Apple's endorsement or recommendation of Licensee's Products or otherwise creates a false association with Apple, or on or in connection with anything that is unlawful or encourages unlawful conduct or that may be deemed in poor taste.
4. Apple may list Licensee's company name, Product, end user technical support telephone number and web address, as provided by Licensee above, in an index of licensed products.
5. Licensee represents and warrants that the Product accurately and correctly hosts Audio Units. Licensee agrees to provide Apple with two copies of each Product, within four (4) weeks of initial distribution, in the full product packaging as received by the end user, including the distribution disk and all other delivered components, for the purpose of monitoring Licensee's compliance with the terms of this Agreement and for regression testing for compatibility. Licensee will send the copies to the address listed in Section 10 below. Licensee authorizes Apple to use the two sample copies provided to Apple to publicly demonstrate and promote the capabilities of the Audio Unit format and the Product. This authorization does not include the right to make additional copies of the Product. If Apple determines in its reasonable discretion that Licensee's Product does not meet the requirements of this Agreement, then Licensee immediately shall cease using the Logo in connection with the Product until Apple determines, in its reasonable discretion, that the Product is brought into compliance with the requirements of this Agreement. In the event that sixty (60) days after notice the Product continues not to meet the requirements of this Agreement, this Agreement shall automatically and immediately terminate.
6. (a) The Agreement shall automatically and immediately terminate upon: 1) Licensee's breach of any of the terms of this Agreement; or 2) any action taken by Licensee that is inconsistent with Apple's sole legal and beneficial ownership of any of Apple's trademarks. Upon termination of this License due to such breach or action by Licensee, Licensee must immediately cease use of the Logo.  
  
(b) This license is revocable at will by Apple at Apple's sole discretion upon ten (10) days' notice, in which case Licensee may deplete existing inventory for a period of up to six (6) months (the "Phase-Out Period") provided Licensee's use during the Phase-Out Period is in compliance with the terms of this License. Notwithstanding the foregoing, if Apple revokes Licensee's right to use the Logo because of threat or lawsuit in connection with the Logo, Licensee must use commercially reasonable efforts to cease use of the Logo as soon as possible but no later than three (3) months

after notification by Apple. Apple may also replace the Logo upon three (3) months' notice.

7. THE LOGO IS PROVIDED TO LICENSEE ON AN "AS IS" BASIS. APPLE DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE LOGO, INCLUDING WARRANTIES OF NONINFRINGEMENT. APPLE SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT.
8. Licensee shall indemnify, defend, and hold harmless Apple from: 1) any loss, liability, damage, cost, and/or expense (including reasonable legal fees) incurred in connection with Licensee's use of the Logo, except as expressly permitted by this Agreement; and 2) any personal injury, product liability or other claim arising from the manufacture, promotion, production, distribution, sale and/or offer for sale, and/or the performance of Licensee's Product.
9. Apple reserves all rights to control, commence or not commence, prosecute or defend any action or claim concerning the Logo.
10. Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile (with telephone confirmation of receipt); (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) via electronic mail (with confirmation of receipt); or (v) as otherwise expressly provided in this Agreement. All communications will be sent to the Licensee's physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform Apple in writing of any change in Licensee's physical or electronic address. Communications to Apple will be sent to:

Apple Computer, Inc.  
Software Licensing Dept.  
12545 Riata Vista Circle  
MS 198-3-SWL  
Austin, TX 78727, U.S.A.  
sw.license@apple.com

11. This Agreement will be governed by California law, and controlling U.S. federal law, and any proceedings arising out of this Agreement shall take place in the United States District Court for the Northern District of California. If jurisdiction is unavailable in the United States District Court, then any proceedings arising out of this Agreement shall take place in the California Superior Court for the County of Santa Clara. The parties agree that the exclusive venue for any litigation between the parties arising out of this Agreement shall be the state or federal courts in and around Santa Clara County. If any provision of this Agreement is held by a competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and all remaining provisions of this Agreement will remain in full

force and effect.

12. The terms of this Agreement are the entire and final understanding between Licensee and Apple concerning the Logo, and any waiver, consent in regard to, or modification of this Agreement must be in a signed writing by an authorized representative of Apple and Licensee.

13. Sections 3, 6, 7, 8, 9, 10, 11, 12, and 13 shall survive termination of this Agreement.

As an authorized representative of Licensee, I have read and agree to the terms of the Audio Units Logo License Agreement and will complete, sign, and submit one originally signed copy in its entirety via post to the address provided in Section 10.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Product**

Please provide the following information:

Product Name:

Version Number:

Release Date:

Description:

Marketing Contact Name:

Marketing Contact Phone:

Marketing Contact Fax:

Marketing Contact Email:

Marketing Contact URL:

End User Technical Support Phone Number: