

Apple's iPod and iPhone Icon License Agreement

This iPod and iPhone Icon License Agreement ("Agreement") is entered into by and between Apple Inc. at 1 Infinite Loop, Cupertino, California 95014, USA ("Apple") and the company listed below ("Licensee") and is effective as of the date of confirmed approval by Apple of this Agreement ("Effective Date").

Licensee (Company Name): \_\_\_\_\_

Individual to Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Licensee's website URL: \_\_\_\_\_

Products: \_\_\_\_\_

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1. Apple grants Licensee a limited, non-exclusive, non-transferable, royalty-free, worldwide license to use Apple's iPod and iPhone icons only in connection with Products that are compatible with Apple's iPod and iPhone mobile devices.
2. Licensee's use of the iPod and iPhone icons will be in strict compliance with the iPod and iPhone Icons Usage Guidelines, found at <http://developer.apple.com/softwarelicensing/agreements/IconsUsageGuidelines.html>, which may be amended from time to time.
3. Apple may list the name of Licensee as a company (or your name, if an individual) in an index of products that work with Apple's iPod or iPhone devices.
4. Apple has no obligation to provide any type of support for the Products.
5. Upon Apple's request, Licensee shall supply Apple, at no cost and with no obligation to return, suitable specimens of its use of the iPod and iPhone icons to verify Licensee's compliance with this Agreement.
6. Apple shall remain the exclusive owner of all rights in the iPod and iPhone icons. Licensee's use of the iPod and iPhone icons shall exclusively inure to the benefit of Apple.

Licensee will not do anything to compromise Apple's rights in and to the the iPod and iPhone icons, such as filing any identical or confusingly similar trademark applications anywhere in the world.

7. THE IPOD and IPHONE ICONS ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS AND LICENSEE IS SOLELY RESPONSIBLE FOR ITS USE OF THE ICONS. APPLE DISCLAIMS ALL WARRANTIES REGARDING THE IPOD and IPHONE ICONS, INCLUDING WARRANTIES OF NON-INFRINGEMENT. APPLE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO LICENSEE'S USE OF THE IPOD and IPHONE ICONS, OR TERMINATION OF THIS AGREEMENT.
8. Licensee will defend, indemnify and hold harmless Apple against all losses, liability, and/or expense (including reasonable legal fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against Apple because of Licensee's use of the iPod and iPhone icons in any manner except as expressly permitted by this License, or for any personal injury, product liability or other claim arising from the production, promotion, distribution, sale and/or offer for sale, and/or the performance of the Products.
9. This Agreement is valid for one (1) year from the effective date, unless otherwise terminated per the provisions below, and is renewable for additional one-year terms. To renew this Agreement for an additional year, Licensee must submit a written request within thirty (30) days prior to the Agreement's expiration.
10. This Agreement shall terminate automatically upon Licensee's breach of any of the terms of this Agreement. Apple may terminate this Agreement at will upon 10 days' written notice. If Apple terminates this Agreement, Licensee may, except in the event that the iPod and iPhone icons or any of them are subject of a claim of infringement, deplete existing inventory for a period of 90 days following the notice of termination, provided such inventory is in compliance with the terms of this Agreement.
11. This Agreement shall be governed by the laws of the State of California without regard to or application of choice of law rules or principles, and controlling U.S. federal law. Any proceedings arising out of this Agreement shall take place in the United States District Court for the Northern District of California or the California Superior Court for the County of Santa Clara. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, all remaining provisions of this license will remain in full force and effect.
12. Licensee shall promptly notify Apple in writing of any change in Licensee's physical or electronic address at the Austin, Texas address at the end of the Agreement.
13. The terms of this Agreement are the entire and final understanding between Licensee and Apple concerning the iPod and iPhone icons.

If Licensee agrees to the terms of this Agreement, please complete the product information requested above and return one originally signed copy of this agreement in its entirety by post to the address below (faxes or electronic submissions not accepted). Licensee will then be able to download iPod and iPhone icons from Apple's web site and use them in accordance with the terms of the Guidelines.

As an authorized representative of Licensee, I have read and agree to the terms of the iPod and iPhone Icon License Agreement.

Name (Signature): \_\_\_\_\_

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

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

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

Send signed agreement (all pages) to:

**APPLE INC.**  
Software Licensing Department  
12545 Riata Vista Circle  
MS 198 3-SWL  
Austin, TX 78727