

## **Apple's Edited with Final Cut Pro Logo License Agreement For Films Edited with Final Cut Pro**

This Edited with Final Cut Pro 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 confirmed receipt by Apple.

### **Licensee Information**

Licensee Company Name: \_\_\_\_\_

Individual Apple should contact  
regarding this Agreement: \_\_\_\_\_

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

City/State/Postal Code/Country: \_\_\_\_\_

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

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

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

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

Name of Film: \_\_\_\_\_

1. Apple grants Licensee, during the term of this Agreement, a limited, non-exclusive, non-transferable, fully paid-up, worldwide license to use Apple's "Edited with Final Cut Pro" graphic design logo on Licensee's film identified above ("Film") and in connection with the sale, promotion and advertising of the Film, 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/guidelinesfor3rdparties.html>; and
  - (c) The Edited with Final Cut Pro Logo Usage Guidelines as may be amended from time to time, found at:  
<http://developer.apple.com/mkt/swl/agreements.html>
  
2. This Agreement is valid for one (1) year from the Effective Date of execution, unless otherwise terminated. In order to renew this Agreement for an additional year, Licensee must submit written notice no later than thirty (30) days prior to the Agreement's expiration, such written notice to be subject to Apple's approval.

3. Each film/video that uses the Logo must be separately licensed to use the Logo.
4. Between the parties, 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, including the Edited with Final Cut Pro or the Final Cut Pro word marks. Licensee will not do anything contrary to 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 the Film 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.
5. Apple may list Licensee's company name and Film in promotional materials to indicate movies created using Final Cut Pro.
6. Licensee represents and warrants that the Film was substantially edited using Apple's Final Cut Pro software.
7. (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 contrary to Apple's sole legal and beneficial ownership of any of Apple's trademarks. Upon termination of this Agreement 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 the event Apple revokes Licensee's right to use the Logo pursuant to this Section 6(b), Licensee may use of the Logo for a period of up to 6 months (the "Phase-Out Period") provided Licensee's use during the Phase-Out Period is in compliance with the terms of this License. If Apple revokes Licensee's right to use the Logo because of threat or lawsuit in connection with the Logo, then there shall be no Phase-Out Period. Apple may also replace the Logo upon three (3) months' notice.
8. 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. EXCEPT AS PROHIBITED BY LAW, APPLE SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ADVISED OF SUCH POSSIBILITY.
9. Licensee shall indemnify, defend, and hold harmless Apple from 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.

10. Apple reserves all rights to control, commence or not commence, prosecute or defend any action or claim concerning the Logo.

11. Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) via electronic mail. 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  
Sw.license@apple.com

12. 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.

13. 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.

As an authorized representative of Licensee, I have read and agree to the terms of the Edited with Final Cut Pro Logo License Agreement and will complete, sign, and submit one originally signed copy in its entirety via post to the address provided in Section 11.

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

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

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

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