

**Apple’s Works With iMovie HD 5 Trademark License Agreement**

This Works with iMovie HD 5 Trademark License Agreement (“Agreement”) is entered into by and between Apple Computer, Inc. at 1 Infinite Loop, Cupertino, California 95014, U.S.A. (“Apple”) and the company listed below (“Licensee”) and is effective as of the date signed by Licensee (“Effective Date”) subject to approval by Apple.

**Licensee Information (Please print clearly)**

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: \_\_\_\_\_

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

Product Description: \_\_\_\_\_

Model Number: \_\_\_\_\_

Version: \_\_\_\_\_

Phone Number for  
End User Technical Support: \_\_\_\_\_

Web Address for  
End User Technical Support: \_\_\_\_\_

1. Upon acceptance of this Agreement, Apple grants Licensee a limited, non-exclusive, non-transferable, royalty-free license to use Apple’s “Works with iMovie” graphic design (“Logo”) on and in connection with the sale, promotion and advertising of Licensee’s product identified in Section 2 below (“Product”), SUBJECT TO the

following terms:

Licensee's use of the Logo will be in strict compliance with all of the following:

- (a) The terms of this Agreement;
  - (b) Guidelines for Using Apple Trademarks and Copyrights, found at: <http://www.apple.com/legal/guidelinesfor3rdparties.html>;
  - (c) The Works With iMovie Logo Usage Guidelines, found at <http://developer.apple.com/mkt/maclogo.html>; and
  - (d) Licensee shall provide "Mac-friendly" end user technical support for its Product.
2. Developers of cameras must also comply with the following:
    - (a) The Qualifying Criteria, found at: <http://developer.apple.com/mkt/swl/agreements.html>; and
    - (b) Licensee shall submit an accurate and completed copy of the Qualifying Criteria test matrix with a signed copy of this Agreement.
  3. Each new significant version of each Product that uses the Logo must be separately licensed to use the Logo.
  4. Nothing in this Agreement shall give Licensee any right, title or interest in and to the Logo. Licensee acknowledges and agrees that Apple is the exclusive owner of all rights, title, and interest in and to the Logo, and all associated goodwill therein. Licensee's use of the Logo shall exclusively inure to the benefit of Apple. Licensee shall not act in any manner that would or might conflict with or compromise Apple's ownership of the Logo, or similarly affect the value or the goodwill pertaining to the Logo.
  5. 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.
  6. Upon Apple's request, Licensee will provide Apple, at no cost and with no obligation to return, a Product unit to be used by Apple for purposes of determining Licensee's compliance with this Agreement. If Apple determines in its reasonable discretion that Licensee's Product does not meet the requirements of this Agreement, then Licensee shall cease using the Logo in connection with the Product until it is brought into compliance with the requirements of this Agreement.
  7. This Agreement shall terminate upon the commercial release of a new version of iMovie, unless terminated earlier. Apple may revoke or terminate this Agreement at any time.
  8. Upon revocation or termination pursuant to Section 7, Licensee will promptly stop

using the Logo, however, Licensee may deplete existing inventory of the Product and related marketing materials containing the Logo for a period not to exceed one hundred and twenty (120) days, provided such usage is in compliance with the terms of this license.

9. This Agreement shall automatically 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 or expiration hereunder, Licensee must immediately cease use of the Logo.
10. THE LOGO IS PROVIDED TO LICENSEE ON AN "AS IS" BASIS. APPLE DISCLAIMS ALL WARRANTIES REGARDING THE LOGO, INCLUDING WARRANTIES AGAINST INFRINGEMENTS OF THIRD PARTY RIGHTS AND ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. 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 LOGO, OR TERMINATION OF THIS AGREEMENT.
11. Licensee shall indemnify, defend, and hold harmless Apple from: 1) any loss, liability or expense because of Licensee's use of the Logo except as permitted by this Agreement; and 2) any personal injury, product liability or other claim arising from the manufacture, promotion, distribution, sale and/or offer for sale, and/or the performance of Licensee's Product.
12. Apple reserves all rights to control, commence, prosecute or defend any action or claim concerning the Logo.
13. 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; (iv) via electronic mail; 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.  
2420 Ridgepoint Drive  
MS 198SWL  
Austin, TX 78754  
sw.license@apple.com

14. This Agreement will be governed by California, 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 or the California Superior Court for the County of Santa Clara. If any provision of this Agreement is held by a competent jurisdiction to be contrary to law, all remaining provisions of this Agreement will remain in full force and effect.

15. The terms of this Agreement are the entire and final understanding between Licensee and Apple concerning the Logo, and any modification must be in a signed writing referencing this Agreement.

As an authorized representative of Licensee, I have read and agree to the terms of the Works With iMovie HD 5 Trademark License and will complete, sign and submit one originally signed copy in its entirety via post to the address provided in Section 13.

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

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

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

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



# Works with iMovie

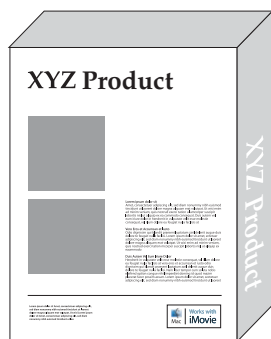
## Logo Guidelines



Works with iMovie logo



A grayscale version of the logo is available for use in black-and-white printing.



The Works with iMovie logo must be clearly subordinate to the primary product or company identity.

The “Works with iMovie” logo is designed to enable easy identification of hardware products that work with Apple’s iMovie software. The logo can be used on qualifying product packages, on CDs, in advertising and marketing communications, and on websites to promote products that are compatible with Apple’s Mac OS and iMovie software, as outlined in the Works with iMovie Trademark License Agreement.

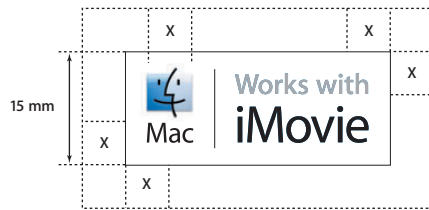
The Works with iMovie logo should be used in place of the Mac logo to designate compatibility with both the Mac OS and iMovie software. The Works with iMovie logo cannot be used in connection with products that do not meet the Works with iMovie Qualifying Criteria, as outlined in the Works with iMovie Trademark License Agreement.

For emphasis, the phrase “Works with iMovie” can also be used as a positioning tag line in marketing communications or as part of the qualifying product’s technical specifications.

### Using the Works with iMovie Logo

The Works with iMovie logo consists of the Mac logo, the Works with iMovie logotype, and the border that surrounds them.

The Works with iMovie logo must be clearly subordinate in both size and placement to the primary product or company identity with which it is used. Do not in any way suggest that the Works with iMovie logo represents the primary product or company.



Minimum size and clear space for the Works with iMovie logo. Measure the clear space as shown.



Do not alter the artwork in any way. Do not substitute fonts.

### Minimum size and clear space

The minimum size for the Works with iMovie logo in most printed applications is 15 mm high. Always maintain adequate clear space around the logo. Do not place graphics, type, or illustrations within the minimum clear space, shown at left.

### Color

The Works with iMovie logo must be printed using a four-color process (screen percentages are built into the electronic artwork). It can be placed on any color background as long as the logo's legibility is not compromised. The background field of the logo, within the black border, must always remain white. A grayscale version is available for use in black-and-white printing.

### Avoid Mistakes

Always use the electronic artwork provided. Do not alter the Works with iMovie logo in any way. Do not separate the elements of the logo. Do not animate or rotate it, and never attempt to make the logo appear three-dimensional. Do not change the font or alter the size, proportions, or space between letters. Do not use more than one Works with iMovie logo on a printed page, surface, or web page. Never use any part of the logo as a decorative illustration, background graphic, or pattern. Do not add trademark symbols to the logo.

### Credit Lines

Include the following credit lines in legal notices:

iMovie, Mac, and the Mac logo are trademarks of Apple Computer, Inc., registered in the U.S. and other countries. The Works with iMovie logo is a trademark of Apple Computer, Inc.

### For More Information

Visit <http://developer.apple.com/mkt/swl/agreements.html#iMovie> to obtain a trademark agreement and downloadable artwork files.

If you need more information, contact [corpID@apple.com](mailto:corpID@apple.com).