

**Apple Inc.**  
**iTunes 9 and QuickTime 7 Bundling Agreement**  
**(University CD Distribution)**

**Please complete, sign and mail this agreement to:**

**APPLE INC.**

Software Licensing Department  
12545 Riata Vista Circle  
MS 198-3SWL  
Austin, TX 78727  
E-Mail Address:  
sw.license@apple.com

Licensee (Institution Name): \_\_\_\_\_

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

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

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

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

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

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

E-Mail Address (Required): \_\_\_\_\_

Licensee's Site: \_\_\_\_\_  
(provide name and address of Licensee's page/URL on the World Wide Web, if applicable)

Whereas Licensee desires to distribute certain Apple software to its Authorized Users, and Apple desires to grant Licensee a license to do so in accordance with the terms and conditions set forth below, the parties hereby agree as follows:

**1. Definitions**

- 1.1 "Bundle" means the bundle(s) identified in Exhibit A.
- 1.2 "Effective Date" means the date on which Apple executed this Agreement as set forth on the signature page.
- 1.3 "Software" means the iTunes and QuickTime Software identified in Exhibit A, and any updates thereto provided by Apple to Licensee pursuant to this Agreement.

**2. License.**

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- (b) End Users must be required to click on the acceptance button in Apple's End User Software License Agreement before they may access the Software.
- (c) If Licensee distributes iTunes for Mac OS X pursuant to this Agreement, Licensee must also distribute QuickTime 7 for Mac OS X in each Bundle.
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<http://developer.apple.com/mkt/swl/quicktime.html>

- 4.2 Upon Apple's request, Licensee shall provide samples of any Licensee materials using Apple logos pursuant to this Agreement.
- 4.3 Apple owns the iTunes and QuickTime trademarks and logos, and any goodwill from the use of such marks shall inure exclusively to Apple's benefit.
- 4.4 Apple may replace the iTunes logo and/or the QuickTime logo with a new logo at any time. In the event that Apple notifies Licensee of a replacement logo, Licensee will promptly cease using the older version of the logo and commence using the new logo pursuant to this Agreement, except that Licensee may continue distributing then-existing inventory of the Bundle for six months from the date of such notice, unless otherwise prohibited pursuant to this Agreement.

#### **5. Provision of Samples and Distribution Reports.**

- 5.1 **Samples.** Upon written request from Apple, Licensee will provide Apple with a sample of each requested Licensee Product with which the Software is distributed. Samples submitted must be in the full packaging as received by the End User.
- 5.2 **Distribution Reports.** During the term of this Agreement, Licensee agrees to provide to Apple an annual report (the "Distribution Report") stating the number of copies of each Bundle in which the Software was included that were distributed during the previous calendar year. Licensee shall submit the Distribution Report electronically to [sw.license@apple.com](mailto:sw.license@apple.com) within thirty (30) days of the close of each calendar year, and Licensee shall maintain such records for one (1) year after the last copy of the Software has been distributed.

#### **6. Customer Support.**

Licensee shall not be responsible for end user support for the Software. Apple shall provide support solely to the extent provided by Apple's then-current support policies.

#### **7. Term and Termination.**

- 7.1 This Agreement begins on the Effective Date and will continue until the Agreement is otherwise terminated pursuant to this Section 7.
- 7.2 Apple may immediately terminate this Agreement if Licensee fails to cure its breach of this Agreement within thirty (30) days of notice by Apple. This Agreement will automatically terminate if Licensee becomes insolvent, has a receiver appointed, or if Licensee makes an assignment for the benefit of

creditors, or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law.

- 7.3 Either party may terminate this Agreement upon thirty (30) days notice, with or without cause.
- 7.4 Apple may terminate this Agreement immediately upon notice in the event that a third party files a lawsuit or other legal proceeding arising in whole or in part out of Licensee's distribution of the Software or in the event that Licensee breaches Sections 2(a) or (b).
- 7.5 Upon expiration or termination, Licensee may continue to distribute its then-current inventory of Software for a period of thirty days provided such distribution is in compliance with the terms of this Agreement, except that if Apple terminates this Agreement for breach or terminates pursuant to Section 7.4, Licensee shall immediately cease distributing the Software. Sections 1, 2(a), 2(d), 2(e), 3, 4.3, 5.2, 6, 7.5, 7.6, 7.7, 8, 9, 10, 11 and 12 will survive any expiration or termination of this Agreement.
- 7.6 The rights of the parties under this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- 7.7 APPLE SHALL NOT BE LIABLE FOR DAMAGES OR COSTS OF ANY NATURE ARISING FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

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- 9.2 To the extent permitted by applicable law, Licensee will indemnify, defend and hold Apple harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals)

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**11. Notices.**

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 parties' 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.

**12. General.**

12.1 Publicity. Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without Apple's prior consent. Notwithstanding the foregoing, Licensee agrees to allow Apple to make reference to Licensee's participation in the iTunes U Program in recurring press releases that announce new iTunes U Program participants.

12.2 No Waiver. Neither party's failure or delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing.

12.3 Relationship of the Parties. Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.

12.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in the Northern District of California. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.

- 12.5 Assignment. This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by Licensee by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement in violation of this section will be void.
- 12.6 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 12.7 Complete Understanding. This Agreement, including all Exhibits attached, constitutes the entire Agreement between the parties concerning the use and distribution of the Software. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

**Licensee:**

**Apple Inc.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

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

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

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

Title: Administrator

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

Date: \_\_\_\_\_  
(Effective Date)

## Exhibit A

All Bundles to be covered by this Agreement must be listed in this Exhibit A (attach additional copies of this page if necessary) prior to submission to Apple for signature. Please provide the following information separately for each Bundle to be covered by this Agreement. In the future, you may request that Bundles be added to this license using the Supplement to Exhibit A form available at:

<http://www.apple.com/education/itunesoncampus>

Check below each Apple Software product that you will distribute with the Bundle:

\_\_\_\_\_ **iTunes 9 for MacOS X and QuickTime 7 for MacOS X**

\_\_\_\_\_ **iTunes 9 for Windows and QuickTime 7 for Windows (dual installer version which installs both applications)**

Expected release date of bundle:

Identify all other products included in the Bundle:

Licensee Contact for the Bundle (include name, phone, fax, email address and Site URL):