

QUICKTIME 7 SOFTWARE DISTRIBUTION AGREEMENT
(Distribution with Software Products)

APPLE INC.

Software Licensing Department
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Austin, TX 78727
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sw.license@apple.com

Licensee (Company Name): _____
(Must be the copyright owner of products listed in Exhibit A, section 1.)

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)

Agreement

Apple Inc. ("Apple") and Licensee agree that the terms and conditions of this Agreement shall govern Licensee's use and distribution of the QuickTime Software, as defined below.

1. Definitions

1.1 "Licensee Product" means the product(s) identified in Exhibit A distributed by or on behalf of Licensee.

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 QuickTime 7 Software and any updates thereto provided by Apple to Licensee pursuant to this Agreement, **excluding Public Preview versions.**

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<http://developer.apple.com/mkt/swl/quicktime.html>

4.2 Licensee agrees that it has no other rights to the QuickTime Logo, and that all use of the QuickTime logo shall inure to the benefit of Apple.

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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 Licensee Product 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 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. **Term and Termination.**

6.1 This Agreement begins on the Effective Date and will continue until terminated pursuant to this Section 6.

- 6.2 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.
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10. 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.

11. General.

- 11.1 Publicity. Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without Apple's prior consent.
- 11.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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:

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: Administrator

Date: _____

Date: _____
("Effective Date")

SWL221-050304

EXHIBIT A
Licensee Product(s)

SECTION BELOW MUST BE COMPLETED BY LICENSEE

1. Licensee Product _____
(Your product name or title, including edition or version number)
____Check this field if Exhibit A's for additional Licensee Products are attached.

2. Please check QuickTime version(s) to be included with your product:

QuickTime 7 for Mac OS X: _____
QuickTime 7 for Windows: _____

3. Description of Licensee Product:

4. Anticipated Release Date (estimate if necessary): _____

5. Please check the category that best fits Licensee Product:

____Music Enhanced CD/DVD
____Game/Entertainment Software
____Business Promotional Software
____Business Training Software
____Education Software - PreK
____Education Software - K12
____Education Software - Higher Education
____Education Software - Adult Education
____Education Software - Medical /Veterinarian
____Developer Tools Software
____Content Creation Tool Software (includes: Digital Imaging; Editing,
Authoring, and Desktop Publishing)
____Other

6. Licensee Product bundled with hardware (Licensee or third party)?
Yes____ No____
If Yes, provide hardware description(s) and model number(s):

7. Licensee Product bundled with software (Licensee or third party)?
Yes____ No____
If Yes, provide software description(s) and version number(s):

8. Marketing Contact for Licensee Product (include name, phone, fax, email address
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