

## Using Apple's QuickTime logo:

Apple Computer, Inc.  
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MS 198-3SWL  
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Want to show the world that your product uses QuickTime movies? Just read through the license agreement, fill out the form, sign it and mail all 3 pages to Apple Software Licensing, then download the logo to use as permitted below.

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### QuickTime Logo Trademark License Agreement

Apple is pleased to provide you with the right to use its QuickTime logo so you can tell the world your product includes QuickTime technology, provided you agree as follows:

1. All use of the QuickTime logo (the "Logo") will be in compliance with the terms below and the QuickTime Logo Guidelines, published on the web at <http://developer.apple.com/softwarelicensing/agreements/quicktime.html> and as updated from time to time.
2. The Logo is used only in connection with products that contain movies in Apple's QuickTime format and/or utilize the QuickTime API.
3. Each version of each product that uses the Logo must be separately licensed to use the Logo.
4. Apple can list the name of your product and company (or your name, if an individual) in an index of products that use QuickTime movies.
5. The Logo is a trademark owned solely and exclusively by Apple, and you acknowledge the value of the goodwill associated with the Logo and that any goodwill from your use of the Logo exclusively inures to the benefit of and belongs to Apple. You have no rights of any kind in the Logo, except to the extent granted by this license. You agree that this license does not grant to you any rights with respect to any other Apple trademarks. You will not do anything inconsistent with Apple's ownership of the Logo, such as filing any trademark application for an identical or similar mark anywhere in the world, now or in the future or challenging Apple's rights in the Logo. You will not modify the Logo or use similar Logos either during the term of the license or after the license is terminated. You will not use the Logo in any manner that suggests Apple's endorsement, sponsorship or recommendation of your product, or otherwise creates a false association with Apple at any time.
6. You agree to provide Apple with a specimen of your product from time to time as requested by Apple so Apple can review your usage of the Logo.

7. This license is revocable at will by Apple. In the event Apple revokes your right to use the Logo, you will remove the Logo from web sites and/or product, product packaging, manuals, advertisements, etc., within six (6) months of the revocation. You will have six (6) months from the date of the revocation to deplete existing inventory of your product and other materials containing the Logo provided they are in compliance with the terms of this license but you may not produce any additional product or other materials bearing the Logo.

8. Apple makes no warranties, express or implied that the Logo does not infringe upon any third party rights. You acknowledge that your use of the logo is at your sole risk.

9. You will defend, indemnify and hold harmless Apple against losses, liability, damage, cost 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 your use of the Logo in any manner except as expressly permitted by this license, or for 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 your product.

10. This license shall be governed by and construed in accordance with the laws of the United States and the State of California. If any provision of this license is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this license will remain in full force and effect. This license and the QuickTime Logo Guidelines constitute the entire agreement between you and Apple concerning the Logo. Any waiver or amendment of any part of this license or the QuickTime Logo Guidelines is effective only if in writing and signed by an authorized representative of both you and Apple. Any proposals for additional or different terms are hereby rejected.

Aside from what's stated here, Apple grants you no other rights in the Logo, and any other use is a violation of law.

This agreement does not grant you a license to distribute QuickTime installers. If you wish to license the right to distribute QuickTime installers with your product, please submit a QuickTime Software Distribution Agreement. Details can be found at:

<http://developer.apple.com/softwarelicensing/agreements/quicktime.html>

If you agree to the terms of this license, please complete, sign and **return one signed copy in its entirety** to the address listed on page one.

As soon as you complete the form below and submit your request, you will be able to download the Logo that you've just licensed.

List product using the QuickTime logo (include your product's version number):

\_\_\_\_\_

Company

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

Company

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

City/State/Country: \_\_\_\_\_

Email

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

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

I have read and agree to the terms of the QuickTime Logo Trademark License Agreement.

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

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

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

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