

✓ QuickTime – Software Distribution Agreement Checklist

COMPLETE THIS AGREEMENT ONLY IF YOU HAVE NOT PREVIOUSLY LICENSED SOFTWARE UNDER THE NEW QUICKTIME SOFTWARE DISTRIBUTION AGREEMENT.

- ☐ You have enclosed two copies of the **QuickTime Software Distribution Agreement**.
- ☐ You have signed both copies of the **QuickTime Software Distribution Agreement**.
- ☐ You have completed page one of the **QuickTime Software Distribution Agreement**.
- ☐ You have completed Exhibit B of the **QuickTime Software Distribution Agreement** by providing: the title of your software product, which QuickTime version software you are licensing, and a description of your software product.
- ☐ If you reside outside the United States or Canada you are required to complete the **Letter of Assurance and the Product End Use Questionnaire**. The LOA/PEUQ pages can be found at the end of the document.
- ☐ You have made a photocopy of the completed agreement for your records.
- ☐ Please mail your agreement. **Faxed agreements will not be accepted.**

Please note: As a licensed developer, you are responsible for including the correct labeling on your product and in your manuals. Please read the labeling section in the license agreement. **FAILURE TO COMPLY WITH LABELING REQUIREMENTS COULD RESULT IN THE TERMINATION OF YOUR AGREEMENT!**

Apple Software Licensing
E-mail: sw.license@apple.com
512-919-2645

QUICKTIME SOFTWARE DISTRIBUTION AGREEMENT
(Distribution with Software Products)

APPLE COMPUTER, INC.
Software Licensing Department
2420 Ridgpoint Drive
MS 198 SWL
Austin, TX 78754
E-Mail Address:
sw.license@apple.com

Licensee: _____

Individual to Contact: _____

Street Address: _____

City: _____ State: _____

Zip Code: _____ Country: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Licensee's Site: _____
(provide name and address of Licensee's Site,
and name, URL and phone number of the Site's
administrator)

Agreement

Apple Computer, 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 "End-User" means an individual or entity that licenses Licensee Programs for his or its own personal or business purposes, and not for license to others.
- 1.2 "Licensee" means the licensee identified above.
- 1.3 "Licensee Programs" means the version(s) of the computer programs developed by or for Licensee that (a) are identified in Exhibit B to this Agreement and include any part of the QuickTime Software and (b) any minor updates or minor upgrades that are denoted by a change in version number to the right of the decimal point. In no event will "Licensee Programs" include any major update or major upgrade or any upgrade or update that is denoted by a change in version number to the left of the decimal point.
- 1.4 "Licensee's Site" means any of the following:
 - a. Licensee's page/URL on the World Wide Web
 - b. Licensee's FTP site

c. Licensee's online service

- 1.5 "QuickTime Basic Installer" means the installer containing the QuickTime Software and the "Get QuickTime Pro" movie as provided by Apple in the following compressed files: QT3A.IMG, QT3WA.ZIP and localized versions of such files provided by Apple. Upon execution of this Agreement, Apple will provide information to Licensee regarding the FTP location of the directory containing these files.
- 1.6 "QuickTime Logo" means the Apple mark depicted at:
<http://developer.apple.com/mkt/registering/swl/agreements.html#QuickTime>, which location Apple may change.
- 1.7 "QuickTime Logo Guidelines" means the Apple guidelines for using the QuickTime Logo set forth at:
<http://developer.apple.com/mkt/registering/swl/agreements.html#QuickTime>, which location Apple may change.
- 1.8 "QuickTime Software" means Apple's QuickTime 3.01 software for Mac OS and Windows and Apple's QuickTime for Windows version 2.1.2 software, as more fully described in Exhibit A to this Agreement, and any subsequent version(s) of such software that Apple notifies Licensee in writing will be covered by this Agreement.

2. License

- 2.1 Grant of License. Apple grants to Licensee a nonexclusive, nontransferable, worldwide license to (i) copy and/or have copied for it the QuickTime Software for the sole purpose of incorporating the QuickTime Software into Licensee Programs and (ii) distribute the QuickTime Software to End-Users, directly or through distributors, in object code form only and only as incorporated into Licensee Programs. This license grant is expressly conditioned upon Licensee's compliance with the following requirements:
- (a) Each Licensee Program must be configured to require End Users to install the QuickTime Software using the QuickTime Basic Installer.
 - (b) End-Users must be required to click on the acceptance button in the End-User Software License Agreement which appears upon installation using the QuickTime Basic Installer before they may access the Licensee Program.
 - (c) Each Licensee Program must include the "Get QuickTime Pro" movie as generated by the QuickTime Basic Installer.
 - (d) Each Licensee Program must include all files as installed by the QuickTime Basic Installer. Licensee may not in any way interfere with the operation of the QuickTime Basic Installer or the "Get QuickTime Pro" movie generated by the QuickTime Basic Installer and may not change the default file associations in the Windows registry, or remove any of the files installed by the QuickTime Basic Installer.
 - (e) If Licensee Program includes QuickTime for Windows version 2.1.2, Licensee Program must also install QuickTime 3.01 for Windows, except when Licensee Program is installed on systems that operate under version 3.1 of the Windows operating system or on systems that already have QuickTime

3.01 for Windows installed.

- 2.2 Apple's Ownership. Licensee acknowledges that the QuickTime Software is proprietary to Apple and that Apple retains all right, title, and interest in QuickTime Software, including without limitation all copyrights and other proprietary rights.
- 2.3 No Reverse Engineering, etc. Licensee agrees not to reverse engineer, reverse compile, or otherwise disassemble the QuickTime Software. Licensee may not use, reproduce, sublicense, distribute or dispose of the QuickTime Software, in whole or in part, other than as permitted under this Agreement.
- 2.4 Provision of Samples. Licensee agrees to provide Apple with two copies of each Licensee Program in the product packaging as received by the End User, including the distribution disk, for the purpose of monitoring Licensee's compliance with the terms of this Agreement and regression testing for compatibility. Licensee will send the copies to: Apple Computer, Inc., Software Licensing Department, 2420 Ridgpoint Drive, MS 198 SWL, Austin, TX 78754. Licensee authorizes Apple to use the two sample copies provided to Apple to publicly demonstrate and promote the capabilities of the QuickTime Software and Licensee Programs. This authorization does not include the right to make additional copies of Licensee Programs.
- 2.5 New Versions of QuickTime Software. Apple may authorize Licensee by notice to distribute any updated or extended versions of the QuickTime Software with Licensee Programs pursuant to the terms of this Agreement. Apple reserves the right to license any new version of the QuickTime Software separately and subject to different terms and conditions. In the event that Apple makes a new version available pursuant to the terms of this Agreement, upon written request from Apple, Licensee agrees that, within six (6) months of receipt of such request, Licensee will cease distribution of prior versions of QuickTime Software in Licensee Programs.

3. Labeling

Licensee may not remove any copyright notices or proprietary legends within the QuickTime Software and must include a copyright notice in Licensee Programs in the following form: Copyright © 19[date of first publication of Licensee Program] [Licensee Name] and its licensors.

4. Trademarks

- 4.1 Trademark Grant. Apple grants to Licensee a non-exclusive and non-transferable right to use, and Licensee agrees it will use, the QuickTime Logo on and in the sale, promotion and advertising of the Licensee Programs in compliance with this Section 4 and the QuickTime Logo Guidelines, as may be amended from time to time by Apple. Licensee agrees it has no other rights to the QuickTime Logo and all use of the QuickTime Logo shall inure to the benefit of Apple.
- 4.2 Quality Control. Licensee agrees that the Licensee Programs will (i) include the QuickTime Software, (ii) meet the highest levels of quality and integrity for similar goods, (iii) not be unlawful, and (iv) be developed, manufactured and distributed in compliance with this Agreement, including notice requirements under the QuickTime Logo Guidelines. Licensee will not interfere with Apple's rights in the QuickTime Logo.
- 4.3 Replacement Mark. Apple may replace the QuickTime Logo with a new QuickTime

Logo at any time. In the event that Apple replaces the QuickTime Logo, Licensee will promptly cease using the replaced QuickTime Logo and commence using the new QuickTime Logo under similar terms provided by Apple. Nevertheless, Licensee may continue distributing then-existing inventory of Licensee Programs for ninety (90) days.

5. Effective Date; Term

The Effective Date of this Agreement will be the date of execution by Apple. As to each Licensee Program, the term of this Agreement will continue until Licensee ceases to market actively and ship such Licensee Program, unless Apple terminates this Agreement earlier pursuant to Section 6. Licensee may terminate this Agreement at any time by providing written notice to Apple. Upon termination or expiration, all licenses to the QuickTime Software will terminate and Licensee will discontinue all use of the QuickTime Software, including without limitation any further copying or distribution of the QuickTime Software and shall return to Apple or destroy or delete (with certification of destruction or deletion) all copies of QuickTime Software. Termination of this Agreement will not affect any End-User licenses to any Licensee Programs. The provisions of Sections 1, 2.2, 2.3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 will survive termination or expiration of this Agreement.

6. Termination for Cause

If any breach of this Agreement by Licensee continues for more than thirty (30) days after Licensee's receipt of Apple's written notice, Apple may terminate this Agreement by written notice to Licensee, whereupon this license and all rights granted to Licensee herein shall immediately cease. Apple may immediately upon written notice terminate this Agreement if Licensee becomes insolvent, has a receiver appointed, makes an assignment for the benefit of creditors, or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law. No delay, omission or failure to exercise any right or remedy provided for in this Agreement shall be deemed a waiver thereof, nor shall it be deemed to be a waiver of any other or subsequent breach. 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. Disclaimer of Warranty

Apple licenses the QuickTime Software to Licensee on an "AS IS" basis. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE QUICKTIME SOFTWARE OR ITS USE AND OPERATION ALONE OR IN COMBINATION WITH LICENSEE PROGRAMS. Neither Licensee, nor its employees, agents, or distributors have any right to make any other representation, warranty or promise with respect to the QuickTime Software.

8. Limitation of Liability

IN NO EVENT WILL APPLE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE, SALE OR DISTRIBUTION OF QUICKTIME SOFTWARE BY LICENSEE OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL APPLE'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF \$500.

9. No Indemnification by Apple

Apple has no obligation to indemnify, defend or hold Licensee harmless from and against

any claim that the QuickTime Software infringes any third party patent, copyright, trademark or other intellectual property right. Licensee will promptly notify Apple of any such claim.

10. Indemnification by Licensee

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) arising out of or in connection with Licensee's and its distributors' distribution of the QuickTime Software, or the use of the QuickTime Software incorporated into Licensee Programs. Apple will promptly notify Licensee of any such claim and will provide reasonable cooperation and assistance in connection with such claims.

11. Export

Licensee may not export or reexport the QuickTime Software except as authorized by United States law and the laws of the jurisdiction in which the QuickTime Software was obtained. In particular, but without limitation, the QuickTime Software may not be exported or reexported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other U. S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. Licensee may not knowingly provide the QuickTime Software to a member located in, under control of, or a national or resident of any such country or on any such list.

12. 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.

13. 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 any means, including without limitation, operation of law or merger, by Licensee without the prior written consent of Apple.

14. 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; or (iv) via electronic mail. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement.

15. 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.

16. 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.

17. Complete Understanding

This Agreement, including all Exhibits attached, constitutes the entire Agreement between the parties concerning the use and distribution of the QuickTime 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.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

LICENSEE:

APPLE:

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

QuickTime Software

QuickTime 3.01 for Macintosh (* = Limited functions):

QuickTime/Æ
QuickTime/Æ Musical Instruments
QuickTime/Æ PowerPlug
Sound Manager
Apple QD3D HW Driver
Apple QD3D HW Plug-In
Internet Config Extension
QD3DCustomElements
QuickDraw/Æ 3D
QuickDraw/Æ 3D IR
QuickDraw/Æ 3D RAVE
QuickDraw/Æ 3D Viewer
QuickTime/Æ MPEG Extension
QuickTime/Æ VR
 Thread Manager
 QuickTime/Æ Settings
 Sound
Internet Config
MoviePlayer *
PictureViewer *
QuickTime Plugin*
Sample Image
Sample Movie
QuickTime/Æ READ ME
Get QuickTime Pro
QuickTime Plugin

QuickTime 3.01 for Windows (* = Limited functions):

MOVIEPLAYER.EXE *
PICTUREVIEWER.EXE *
QTINFO.EXE
README.WRI
3DVIEWER.DLL
INDEO4.QTX
IR41_QC.DLL
IR41_QCX.DLL
QD3D.DLL
QD3D_IR2.Q3X
QD3DCUSTOMELEMENTS.Q3X
QUICKTIME.QTS
QUICKTIMEMUSICALINSTRUMENTS.QTX
QUICKTIMEVR.QTX
RAVE.DLL
QUICKTIME.CPL
SAMPLE.MOV
SAMPLE.QTIF
NPQTPLUGIN.DLL *
Get QuickTime Pro.mov

QuickTime for Windows version 2.1.2:

16Bit

32Bit

PLAYENU.DLL	PLAYENU.DLL
VIEWENU.DLL	VIEWENU.DLL
MCENU.HLP	MCENU.HLP
PLAYENU.HLP	PLAYENU.HLP
VIEWENU.HLP	VIEWENU.HLP
READ_QTW.WRI	READQT32.WRI
PLAYER.EXE	PLAY32.EXE
VIEWER.EXE	VIEW32.EXE
QTW16DEL.EXE	QTW32DEL.EXE
MCIQTENU.DLL	MCIQTENU.Q32
QTHNDLR.DLL	HNDLR32.DLL
QTIM.DLL	QTIM32.DLL
QTIMCMGR.DLL	CMGR32.DLL
QTOLE.DLL	QTOLE32.DLL
MCIQTW.DRV	QTWMC132.
QTMOVIE.VBX	
QTPIC.VBX	
DHIO_DH.QTC	DHIO32.QTC
NAVG.QTC	NAVG32.QTC
QCMC.QTC	MC32.QTC
QTCVID.QTC	QTCVID32.QTC
QTJPEG.QTC	QTJPEG32.QTC
QTRAW.QTC	QTRAW32.QTC
QTRLE.QTC	RLE32.QTC
QTRPZA.QTC	RPZA32.QTC
QTSMC.QTC	SMC32.QTC
QTVHDW.QTC	DCI32.QTC
REELMGIC.QTC	
IV32QT16.QTC	IV32QT32.QTC
QTIYVU9.QTC	
QTRT21.QTC	
CIRRUS.QTC	
ATIVIDEO.QTC	
QTOLD.QTC	
TSENG.QTC	
QTNOTIFY.EXE	
QTW16.CPL	QTW32.CPL
QTWCP.HLP	QTWCP.HLP
SAMPLE.MOV	SAMPLE.MOV
QTINSTAL.EXE	QT32INST.EXE

EXHIBIT B
Licensee Programs

SECTION BELOW MUST BE COMPLETED BY LICENSEE

1. Licensee Program (Title and version number):
2. Please check version(s) used:
QuickTime for Macintosh 3.01: _____
QuickTime for Windows 3.01 & QuickTime for Windows 2.1.2: _____
QuickTime for Windows 3.01: _____
3. Description of Licensee Program:
4. Anticipated Release Date: _____
5. Please check the category that best fits Licensee Program:
Game/Entertainment: _____
Business Applicaton: _____
Education Application: _____
Authoring Tool: _____
Developer Tool: _____
Other: : _____
6. Primary Language Used: _____
7. Marketing Contact for Licensee Program (include name, phone, fax, email address and Site URL):

(EXHIBIT B CONTINUED)

1. Licensee Program (Title and version number):
2. Please check version(s) used:
QuickTime for Macintosh 3.01: _____
QuickTime for Windows 3.01 & QuickTime for Windows 2.1.2: _____
QuickTime for Windows 3.01: _____
3. Description of Licensee Program:
4. Anticipated Release Date: _____
5. Please check the category that best fits Licensee Program:
Game/Entertainment: _____
Business Applicaton: _____
Education Application: _____
Authoring Tool: _____
Developer Tool: _____
Other: : _____
6. Primary Language Used: _____
7. Marketing Contact for Licensee Program (include name, phone, fax, email address and Site URL):

All Licensee Programs to be covered by this Agreement must be listed in this Exhibit B (attach additional sheets if necessary) prior to submission to Apple for signature.

INTERNATIONAL LETTER OF ASSURANCE

Residents of the United States, Canada, and countries listed below, please DO NOT complete this Letter of Assurance.

Company Name _____
phone _____ / fax _____

Contact Name _____

Address _____

City, State/Province _____

Country - Postal Code _____

To Whom it May Concern:

We hereby certify that _____ will not knowingly export, directly
(Company Name)
or indirectly, any United States origin technical data (including software)
acquired from Apple Computer, Inc., or any direct product of that technical
data, to any restricted country listed below for which the United States
government or any agency thereof at the time of export requires an export
license or other government approval, without first obtaining such a license or
approval, when required by applicable United States law.

Restricted countries: Albania, Armenia, Azerbaijan, Belarus, Bulgaria,
Cambodia, Cuba, Estonia, Georgia, Iran, Iraq, Kazakhstan, Kyrgyzstan, Laos,
Latvia, Libya, Lithuania, Moldova, Mongolian People's Republic, North Korea,
People's Republic of China, Romania, Russia, Tajikistan, Turkmenistan, Ukraine,
Uzbekistan, and Vietnam.

Signature

Company Name/Country

Printed Name

Title Date

Product End-Use Questionnaire

Required for All Non-U.S. Customers.

First Name Last Name

Company Name

Address

City State/Province

Country Postal Code

_____/_____
phone fax

Please answer each question. Do not leave any questions blank. Please circle the correct answer.

1. Are you, or your company, directly or indirectly involved in any of the following activities:

a. Involved in the design, development, production, stockpiling, or use of missiles or chemical or biological weapons?

Yes No

b. Designing, developing, fabricating or testing nuclear weapons or nuclear explosive devices?

Yes No

c. Designing, constructing, fabricating, or operating any of the following facilities or components for such facilities?

Yes No

If yes, which of the following facilities?

1. Facilities for the chemical processing of irradiated special nuclear or source material?

Yes No

2. Facilities for the production of heavy water?

Yes No

3. Facilities for the separation of isotopes of source and special nuclear material?

Yes No

4. Facilities for the fabrication of nuclear reactor fuel containing plutonium?

Yes No

2. IF THE ANSWER TO ANY OF THE QUESTIONS IN ITEM 1 ABOVE ARE YES, please explain fully what the purchased product will be used to develop. What will be the end-use of the produced applications? For example, will the end-use of the produced product be office administration applications or something more technical such as some type of engineering application (if so, what kind specifically...)?

Signature

Printed Name

Title

Date

Please return your completed forms and Software Distribution Agreements to:

**APPLE COMPUTER, INC.
SOFTWARE LICENSING
2420 RIDGEPOINT DRIVE MS 198-SWL
AUSTIN, TX 78754, U.S.A. ph. (512)919-2645**